

SPRING 1988

# THE TRAIN DISPATCHER



W.P. First 54 Entering Keddie (Calif.) Yard

*Courtesy Peter Josseland*

## THE TRAIN DISPATCHER

# The TRAIN DISPATCHER

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## Change of Address Notice

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## THE PRESIDENT'S PAGE

By R. J. Irvin, President



Mr. R.F. Liberty is the Brotherhood of Maintenance of Way Employees' General Chairman on the Canadian National, and he authored an illuminating and thoughtful article which recently appeared in that Union's periodical. Both our officers and members will find food for thought, and I'm quoting that article right here, because of its importance:

"Have unions been around such a long time that they have forgotten why they were certified?

Sometimes it seems as if they have. They act like they are running a business, without realizing that their strength and authority comes from the members.

Increased membership brought increased administrative duties for union officers, effectively removing the opportunity for them to interact with the rank and file members.

Consequently, some unions do not have a membership which is strongly attached to its union or to the labor movement.

Researchers have noted that when rank and file members are asked, they generally indicate that they are not consulted or kept informed about what is going on in the union. They say they learn about actions only after they happen.

Union officials argue that they have kept the members informed, but the members are not interested in union issues.

Regardless of what the officials perceive, if the members do not feel they are informed, then the officials have not done their job properly.

Researchers report that when union

officers interact with the rank and file, the members develop a positive attitude to the union. More of this interaction is needed.

Some union officials define interacting as being available when needed. They believe that their duties are to wait until problems occur so they can react to them.

Most union officials will readily admit that 90 percent of their duties are performed for 10 percent of their membership. This is not the fault of the union official, this is the way the job of the union official is presently set up.

Union officials must change the job description. They must discuss union issues with all members so the members feel they are part of the activity.

The BMWE must ensure that none of these ailments affect the Brotherhood. We are facing tougher battles ahead than perhaps any we have faced in the past. Both in Canada and in the United States, deregulation and other governmental actions are threatening not only the unions, but our livelihood — the rail industry.

We have to expand our efforts to get all members involved and active in the union so we can keep up our strength to head off these challenges.

We must change the structure of our union, so officials are active instead of reactive toward problem areas. They must meet and frequently discuss issues with the silent majority, the 90 percent. These talks and meetings with the membership will instill confidence and remove apathy.

To change the attitudes and opinions of our silent majority will take a great deal of effort. But, we must show the

members that their union officials want to return to grass-roots participation."

— ● —

Due to the lateness of our Convention we will be late issuing the new Constitution and By-Laws, containing the changes adopted at the 25th General Assembly. They will soon be printed and distributed to all members.

— ● —

In this issue of our magazine, you will find reproduced RLEA Attorney Bill Mahoney's address to the 25th General Assembly. It has been edited for publication, but the substance is all there. I hope you will read it and it will be as informative to you as his talk was to us in Las Vegas.

*RLEA Attorney Bill Mahoney's Address starts on page 28.*

— ● —

There are more and more "regional" carriers being formed, from rail lines sold by the large carriers. We are not holding our own in retaining membership and representation on these regionals. In part, it's our own fault. We gave representation authorization forms to our members who were employed by a newly-formed regional, and their response was, "We want to see how it works out before we decide what to do." In other words, they elected to accept substandard wages and no working agreement at all. Too bad for them, you say? Well, that regional competes with other carriers on which we do have standard wages and working agreements, and now they're arguing they must cut employees, wages, and benefits to compete. Who sold who out?

If you have contact with train dispatchers on connecting regional carriers, it's in your own best interest to attempt to sell them on the benefits of union representation.

— ● —

#### IMPORTANT ITEM:

We've had reports that train dispatchers in some locations on a union shop railroad are working regularly and not paying any dues. They're in viola-

tion of the union shop agreement and, if these reports are true, our own local representatives are not requiring them to comply. We do not always know at National Headquarters when a train dispatcher becomes regularly assigned. It is the responsibility of the Office Chairman to obtain his application for membership and collect the initiation fee and dues. If there is no Office Chairman, or he does not do his job, the Vice General Chairman and the General Chairman must follow up.

When we do finally become aware that train dispatchers have not been paying their dues, it creates ill will, and a financial crisis, when they are billed for many months of back dues. It's not fair for almost everyone to pay their share and some few escape their responsibility.

— ● —

A resolution adopted at the 25th General Assembly requires that the Informational Manual for System Committeemen be revised and distributed. This is being done and you probably will have the newly revised edition before you read this.

— ● —

When an employee's coverage under Group Policy GA-23000 terminates, he may apply for coverage under Group Policy GA-23111. There are five plans available under GA-23111. Plans A, B, and C apply to all persons eligible for coverage except those eligible under Medicare and those eligible under Group Policy GA-46000 (Early Retirees).

Plans A, B, and C have graduated benefits schedules: Plan C is the best, and costs more. Plan B is less favorable, and costs less. Plan A has the poorest benefits and costs the least.

Since only a few hundred persons use Plan A and its cost and benefits are minimal, the unions and Travelers Insurance Co. agreed to discontinue offering Plan A to new subscribers. However, it will continue to be available to those who are already enrolled.

Since Plan B's benefits are not all that good either, Travelers did a survey of Plan B enrollees to determine what they

used it for, and whether they were actually aware of its unfavorable benefits. About two-thirds of Plan B enrollees actually knew it had modest benefits, but couldn't afford a better plan and felt it was better than no protection at all. About 10% use Plan B to supplement other insurance plans. Another 10% carried it until they reach Medicare coverage, to preclude being without coverage of any kind.

But the balance of the Plan B enrollees were completely surprised to learn it was not the favorable plan they thought it was. That is the reason this is being written. If you are a Plan B enrollee, you should know that its benefits are rather modest, and will fall far short of covering all your hospital and surgical costs.

Most of you who read this will have coverage under GA-23000, but you may know a GA-23111 enrollee, or you may be one someday, yourself.

Beginning on page 4, we are reproducing a letter sent to all who are covered by GA-23000 insurance, detailing the Patient Advocate Program, which became effective March 1, 1988. IT IS VERY IMPORTANT THAT YOU KNOW THE REQUIREMENTS OF THIS PROGRAM AND FOLLOW THE DIRECTIONS. Failure to do so will result in reduction of your reimbursement for medical costs associated with a hospital confinement. We are not enthused about the requirements of the Program, but it is beyond our control and we must conform.

### **Contract Negotiations For 3.4 Million Workers During 1988**

As the new year approaches, labor and management teams are gearing up for contract expirations or re-openers covering an estimated 3.4 million workers across America.

The U.S. Department of Labor places this at 39 percent of the 8.7 million employees covered by major agreements in private industry and state and local governments.

Broken down, this group involves about 2.4 million private industry employees working under 472 major contracts and 990,000 employees of state and local governments covered by 260 major contracts.

## **LEGAL NOTICES**

### **Maintenance of Membership**

Article II, Section 7 of the Constitution and By-Laws, setting forth requirements for maintenance of membership in good standing in the Association, provides:

"Members who fail to pay dues, both National and System, within one calendar month from the beginning of the calendar year, or in case of members who have elected to pay dues semi-annually or quarterly, within one calendar month from the beginning of each semi-annual or quarterly period, will be considered delinquent and will be so notified by the Secretary-Treasurer. The failure of the Secretary-Treasurer to notify such delinquent member will not constitute an excuse not to pay dues. Should such delinquent member fail to pay dues within one calendar month after becoming delinquent, A PENALTY OF TEN PERCENT (10%) PER MONTH OF THE TOTAL DELINQUENCY FOR EACH MONTH OR FRACTION THEREOF SHALL BE IMPOSED UNTIL THE DELINQUENCY IS CURED, provided, however, that if the delinquency continues for six months, he shall be automatically expelled from membership in the Association and dropped from the roll. ★★ Members who are delinquent are not entitled to any voice, vote or participation in Association matters, whether National or System."

Notice of delinquency is hereby given all members who, as of Feb. 1, 1988 have not paid dues for the current period.

### **1988 Dues**

For those who have elected to pay their 1988 dues on a quarterly basis, dues for the second quarter become payable on April 1, 1988. Second Quarter amounts are: Active \$120.00, Active-Extra \$60.00.

Associate membership dues are payable on an annual basis only.

System dues in the amount established by the System Committee on each road must be added to and accompany the National dues for the same dues paying period as National dues are paid.

### **Notice of Supplemental Tax Rate For January-March 1988 Quarter**

As you know, the Railroad Retirement Board is required by law to determine the work-hour supplemental railroad retirement tax rate needed to finance supplemental annuities and administrative costs for each calendar quarter.

The Board has determined that for the quarter beginning January 1, 1988, the rate shall be 26 cents per work-hour.

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**FEDERAL SUPPORT FOR WORKING FAMILIES**, including child and dependent care, family and medical leave and other programs is the purpose of a family-oriented event: "The American Family Celebration—Working for Change." Trade unionists everywhere are asked to participate in the demonstration led by the Coalition of Labor Union Women that will take place on May 14, 1988, in Washington, D.C.

Joyce Miller, president of CLUW said the program was mandated at their last convention. The event will include a range of pro-family organizations, unions, minority groups, civil rights groups and organizations representing older and retired workers. Miller said, "Family issues have always been a major priority in the labor movement. Action must be taken and our voices must be heard. This will be a "family" gathering, part rally, part street fair, with entertainment for the children...a day the entire family can share."

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**U. S. DEPARTMENT OF THE NAVY** IMPORTED JAPANESE laborers to work as pipe fitters, machinists and boiler-makers at the Long Beach Naval Shipyard in California. Reportedly, the shipyard planned to lay off even more U.S. workers to make way for more than the 52 Japanese they had already imported. Navy spokesperson Kendell

Pease said, "It's hard to get qualified people for \$5 an hour." However, Pease confirmed that the Navy also paid for the workers' flights from Japan, their rental housing and transportation to and from the shipyard. Due to protests by union leaders and members of Congress the foreign workers were returned to their country, as well as other Japanese and Filipinos working at a Philadelphia shipyard under the same conditions.

Protestors pointed out that the Immigration and Naturalization Service has imposed stringent rules and regulations for employers to abide by and then the government turns around and takes jobs from skilled union workers so the Navy can buy cheap labor.

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### **IMPORTANT NOTICE TO: ALL QUALIFYING EMPLOYEES**

We are pleased to announce that effective March 1, 1988, the *Travelers' Patient Advocate* program will be added to the Railroad Employees National Health and Welfare Plan, GA-23000 and GA-46000.

#### **What Is the Patient Advocate Program?**

Patient Advocate is a program that provides guidance to you and your dependents to assist you in making informed decisions about your health care. By calling a toll-free telephone number, you will contact an experienced registered nurse (your Patient Advocate) who can provide the following services:

1. Preadmission and Concurrent Review of Hospital Care
2. Second Opinion Assistance for Surgery
3. Case Management of Severe Illnesses or Injuries
4. Health Care Alternatives and Benefits Counseling

#### **What Is Preadmission and Concurrent Review?**

When a hospital confinement is proposed by your physician, your Patient Advocate will work with you and your doctor to determine a recommended length of stay or find an alternative to

hospital confinement, if appropriate. Your Patient Advocate will then confirm your treatment plan with you and your doctor in writing.

If you do enter the hospital, your Patient Advocate will continue to consult your doctor and the hospital to see how your stay is progressing. Your Patient Advocate can assist in arranging care for you after you are discharged from the hospital.

#### **What Second Opinion Assistance Is Provided?**

When your doctor proposes surgery, your Patient Advocate can tell you if a second opinion is required. The Patient Advocate can refer you to a second opinion doctor if it is required or if you would like a second opinion just for your own peace of mind. The Patient Advocate can also waive a required second opinion if it is clear that surgery is needed.

#### **What Is Case Management?**

Hospitals are well equipped to handle the critical stages of severe illnesses and injuries, but they are not always the most appropriate facilities for long term care. Cases requiring long term care are particularly appropriate for the use of alternate care or services.

Because of this, nurses and physicians with extensive training in relevant medical specialties are committed to the review of these cases. These professionals evaluate the possible use of alternate care settings or other community services and assist, where appropriate, in obtaining these services.

#### **What Is Health Care Alternatives and Benefits Counseling?**

The Patient Advocates are highly trained and have access to a wide range of medical information and resources. They can put you at ease concerning an upcoming hospital stay or surgical procedure by explaining what to expect concerning hospital admission procedures, laboratory tests, the surgery itself, and the recovery phase.

They can also inform you about various medical treatments for a particular condition, direct you to medical resources

in your community such as skilled nursing facilities or ambulatory surgical centers, and explain how these resources may be covered under the Plan.

#### **How Do I Use The Patient Advocate Program?**

To use Patient Advocate, you, or someone on your behalf, merely need to call a toll-free telephone number. *To obtain normal Plan benefits, you must call Patient Advocate:*

1. whenever a hospital confinement is first recommended (including admission for pregnancy),
2. within one day (excluding weekends and holidays) following an emergency hospital admission.

Patient Advocate *should* also be called:

1. prior to surgery requiring a second surgical opinion, or
2. if you have questions about medical treatment and alternative medical facilities in your community.

#### **Why Should I Use The Patient Advocate Program?**

Patient Advocate nurses will help you understand your health care options and will help you make more informed decisions about the medical care you receive. This program has been designed to benefit your overall health and well-being.

By using the program, you can avoid unnecessary hospital confinements, reduce the length of a necessary confinement, avoid unnecessary surgery, and receive medical assistance and counseling.

Patient Advocate will be available to all Dependents and to all Employees covered under GA-23000 who are *not* members of a Hospital Association. Employees who are members of a railroad Hospital Association already receive services similar to those of Patient Advocate.

Employees are not required to contact Patient Advocate for confinements resulting from on-duty injuries. However, the services offered by Patient Advocate are still available.

In early February, you will receive another letter telling you more about the Patient Advocate program. We believe this program will be a great asset when you or your family are faced with medical questions and concerns. To use this program, starting March 1, 1988 all you have to do is call the Patient Advocate toll-free number.

### Fearsome Goal Stated

The UAW publication "Solidarity" has reported that corporate America is planning to impose more real wage cuts, as evidenced by a recent study in which 99 percent of 260 companies surveyed indicated plans to hold wage increases for employees below 4 percent, in spite of the fact that inflation is running at an annual rate of 4.8 percent.

The publication quotes an executive of the Goodyear Corporation as saying, "until we get real wage levels down much closer to those of the Brazils and Koreans, we can not pass along productivity gains to wages and still be competitive."

"Solidarity" predicts that if this trend continues in America, people will be forced to buy less; producers in turn, will sell less and need fewer workers who, in turn, will buy still less. The obvious outcome, the UAW says, is to send the nation down the slippery slope of economic disaster.

The respected publication declares that America must take a hard look at the nation's real engine of economic growth — the purchasing power of millions of American workers — and take steps to keep that engine fueled with adequate wages to provide decent living standards and vital purchasing power.



### It's Not Just In America That Jobs Are Shipped Out

Workers in the United State are painfully aware that jobs have been sent overseas in increasing numbers in recent years as the conglomerate firms seek to boost profits through use of workers who receive but a fraction of the wages and benefits American workers enjoy.

What is less commonly known is the fact that nearly a half million jobs in Britain have been lost via transfer of the work overseas. British companies now reportedly have almost 45 percent of their employees in foreign locations.

### From Korea, A Message of Hope

MIAMI, BEACH, Fla. (PAI)—As South Korea citizens overwhelmingly approved a new constitution for free elections, Kim Dai Jung, a leader in South Korea's primary opposition party, received the AFL-CIO's George Meany Human Rights Award.

In a videotaped message to the federation's convention here, Kim appealed for the continued support of U.S. unions in helping South Korean workers achieve a democratically elected government and revise repressive labor laws.

Presenting the Meany award to Kim's son, Kim Hong Up, AFL-CIO President Lane Kirkland praised Kim's "courage, leadership and commitment to labor rights and freedom," despite imprisonment, exile, assassination attempts and kidnapping.

Kim Hong Up told the convention about the "chicken coops" where factory workers sleep huddled next to each other, the noisy, dirty and dangerous factories, and employees working 12 hours a day, six days a week or more for less than a living wage.

"Workers want to be treated with dignity and as equals with management, not like slaves. They want decent wages and better working conditions—a greater share of the 'economic miracle' of Korea which has been built upon their sacrifices of hard work," Kim said.



## RRB NOTES

### Railroad Retirement Spouse and Survivor Benefits

By E.S. McKeown, Secretary-Treasurer

Under the Railroad Retirement Act, the spouse of a retired railroad employee may also qualify for an annuity based on the employee's rail service. In addition, annuities may also be payable to the surviving widow(er), children and certain of dependents of a railroad employee. Lump-sum death benefits may also be payable to qualified survivors.

The following questions and answers provided by the Railroad Retirement Board describe these benefits and their eligibility requirements.

#### 1. What are the age requirements for a railroad retirement spouse annuity?

The age requirements for a spouse annuity depend on the employee's age and date of retirement and the employee's years of railroad service. The following requirements apply if the employee's annuity began after 1974.

If a retired employee is age 62 or over with 10-29 years of service, the employee's spouse is eligible for an annuity at age 62. Early retirement reductions of up to 25 percent are applied to the spouse annuity if the spouse retires prior to age 65.

If a retired employee is age 60 or over and credited with at least 30 years of service, the employee's spouse is also eligible for an annuity at age 60. Early retirement annuity reductions are applied to the spouse annuity if the employee retires before age 62, unless the employee attained age 60 and completed 30 years of service prior to July 1, 1984. But, if a 30-year employee retires at age 62 or later, an age reduction is not applied to the spouse annuity, even if the spouse retires at age 60 rather than age 62.

#### 2. What if the spouse is caring for a child of the retired employee?

A spouse of an employee qualified for an age and service annuity is eligible for a spouse annuity at any age if caring for the employee's child, and the

child is under age 16 or became disabled before age 22. A partial benefit can continue to be paid to a female spouse caring for a child until the child attains age 18.

If the spouse caring for a child is the husband of a female railroad employee, the annuity is, in effect, equal to what social security would pay in the same situation and therefore generally less than the amount of the spouse annuity otherwise payable.

#### 3. What are some of the other general eligibility requirements?

The employee must be retired and have been married to the spouse for at least one year, unless the spouse is the natural parent of their child, or the spouse was receiving a railroad retirement widow(er)'s annuity before marrying the employee.

#### 4. How much can a railroad retirement spouse annuity amount to, and how does it compare to social security spouse benefits?

The average monthly railroad retirement spouse annuity awarded in 1986 was about \$340; the average monthly social security spouse benefit was about \$210. Annuities awarded to the spouses of employees age 65 or over who retired directly from the rail industry with at least 25 years of service averaged about \$430 a month.

#### 5. Can the divorced spouse of a rail employee receive a spouse annuity?

A spouse annuity may also be payable to the divorced wife or husband of a retired employee, if their marriage lasted for at least 10 years, both have attained age 62 and the divorced spouse is not married at the time she, or he, applies for benefits. The amount of a divorced spouse's annuity is, in effect, equal to what social security would pay in the same situation and therefore less than the amount of the spouse annuity otherwise payable.

#### 6. Are spouse annuities subject to offset for the receipt of other benefits?

Under the Railroad Retirement Act, the portion of a spouse annuity which approximates a social security spouse

benefit is subject to reduction if any social security benefits are also payable, even if the social security benefit is based on the spouse's own earnings. This reduction follows the principles of social security law under which only the higher of any two benefits is, in effect, payable to a beneficiary, regardless of whether benefits are otherwise due on more than one earnings record.

The portion of a spouse annuity which approximates a social security spouse benefit may also be reduced for the receipt of any Federal, State or local government pension based on the spouse's own earnings. The reduction does not apply if eligibility preceded certain dates, or if the employment on which the public service pension is based was covered under social security as of the last day of the individual's employment.

**7. What if a husband and wife are both railroad employees?**

If both the husband and wife are qualified railroad employees and either had some railroad service before 1975, both can receive separate railroad retirement employee and spouse annuities, without a full dual benefit reduction. But, if both the husband and wife started railroad employment after 1974, only the railroad retirement employee annuity or the spouse annuity, whichever is larger, is payable to each spouse.

**8. What are the general requirements for survivor benefits payable by the Railroad Retirement Board?**

With the exception of one type of lump-sum death benefit, eligibility for survivor benefits depends on whether or not a deceased employee was "insured" under the Railroad Retirement Act. An employee is insured if he or she has at least 10 years of railroad service and a "current connection" with the railroad industry at the time of retirement or death. Generally, the current connection requirement is met if a deceased employee had 12 months of railroad service in the 30 months immediately preceding retirement or death. In some cases, a current connection may be deemed for survivor benefit purposes

for employees with 25 years of service, who were involuntarily terminated without fault from the rail industry on or after October 1, 1975, and did not thereafter decline an offer of suitable employment in the rail industry.

**9. What if these requirements are not met?**

If a deceased employee did not have an insured status, jurisdiction of any survivor benefits payable is transferred to the Social Security Administration and survivor benefits are paid by that agency instead of the Railroad Retirement Board. Regardless of which agency has jurisdiction, the deceased employee's railroad retirement and social security credits will be combined for the purposes of benefit computations.

**10. At what ages are Railroad Retirement Act widow(er)s annuities payable?**

Widow(er)s annuities are payable at age 60 or over. They are payable at any age if the widow(er) is caring for a child under age 18 (but only on a partial basis when the child attains age 16) or a child over age 18 permanently disabled before age 22. Widow(er)s annuities are also payable at ages 50-59 if the widow(er) is permanently disabled and unable to work in any regular employment. The disability must have begun within 7 years after the employee's death or within 7 years after the termination on an annuity based on caring for a child. A five month waiting period is required after the onset of disability before a disability annuity can begin.

**11. Can surviving divorced spouses and remarried widow(er)s qualify for survivor benefits?**

Survivor annuities may also be payable to a surviving divorced spouse or remarried widow(er) under certain conditions. But benefits are limited to the amount social security would pay and therefore generally less than the amount of the survivor annuity otherwise payable by the Railroad Retirement Board. In addition to the basic eligibility requirements previously described, a surviving divorced spouse must not be currently married and must have been married to the employee for at least 10 years, unless

caring for a child of the employee. A remarried widow(er) must have remarried after age 60 or the remarriage must have ended.

**12. When are survivor annuities payable to children and other dependents?**

Survivor annuities are payable to a child under age 18, and to a child age 18 in full-time attendance at an elementary or secondary school, until the student attains age 19 or the end of the school term after the student attains age 19. A disabled child over age 18 may qualify if the child became totally and permanently disabled before age 22. A dependent grandchild meeting any of the requirements described above for a child may also qualify if both the grandchild's parents are deceased or disabled.

Survivor annuities are also payable to a parent at age 60 who was dependent on the employee for at least half of the parent's support. If the employee was also survived by a widow, widower, or child who can qualify for an annuity, the parent's annuity is limited to the amount that social security would pay.

**13. What were the average railroad retirement benefit amounts awarded to survivors in 1986?**

The average annuity awarded to widow(ers) in fiscal year 1986, excluding remarried and divorced widow(ers), was almost \$600 a month. Children received almost \$500 a month, on the average. Total family benefits for widow(ers) with children averaged about \$1,200 a month. The average annuity awarded to remarried or divorced widow(ers) in 1986 was \$320 a month.

If the spouse of a retired employee is receiving an annuity from the Board, the survivor annuity will, in any case, be at least as much as the spouse annuity.

**14. Are survivor annuities subject to reduction for the receipt of other benefits?**

Survivor annuities are subject to reduction for social security benefits and public service pensions in the same manner as spouse annuities.

**15. What if a widow(er) was also a railroad employee and also eligible for**

**a railroad retirement employee annuity?**

A special guaranty applies if either the deceased employee or the survivor annuitant completed 120 months of railroad service before 1975. In effect, the widow, or dependent widower, would receive both an employee annuity and a survivor annuity, without a full dual benefit reduction.

If either the deceased employee or the survivor annuitant had some service before 1975, but less than 120 months, the employee annuity and a substantial portion of the survivor annuity would be payable.

If both the widow or widower and the deceased employee started railroad employment after 1974, only the railroad retirement employee annuity or the survivor annuity, whichever is larger, is payable to the widow or widower.

**16. What types of lump-sum death benefits are payable under the Railroad Retirement Act?**

There are two kinds of railroad retirement lump-sum benefits.

If no one is immediately eligible for an annuity when the employee dies, a lump-sum death benefit to help pay burial expenses can be paid to the widow(er) or, in some cases, the funeral home, or the person who paid the burial expenses of the employee. The amount payable depends primarily on whether the deceased employee was credited with 10 years of service before 1975, in which case the average benefit payable is about \$800. If the employee completed 10 years of railroad service after 1974, the lump-sum benefit is almost always \$255.

Another death benefit, a residual lump sum, is, in effect, a refund of the employee's pre-1975 railroad retirement taxes plus an allowance in lieu of interest, less benefits already paid. This payment is not made as long as monthly benefits are payable either at the time of the employee's death or in the future. However, a widow(er) or parent under age 60 can waive rights to future monthly benefits in order to receive a residual payment. The average residual lump-sum paid in 1986 was \$5,600.

*(Continued on page 12)*

**Status of Disputes Submitted by A.T.D.A. to Third Division  
National Railroad Adjustment Board**

Docket No.	Railroad	Subject of Dispute	Submitted	Status as of 1-30-88
TD-26410	MP	Blanking Positions (Bartlett - No. Little Rock)	5-9-85	Sustained 11-23-87 Award No. 26682
TD-27368	C&NWT	Discipline (McClintock-West Chicago)	10-1-86	Sustained in part 11-23-87 Award No. 26706
TD- .	SP (EL)	Transfer of Work (Hodson - San Antonio)	9-22-87	Withdrawn 1-11-88 Settled on property
TD-25875	ConRail	Transfer of Work (Operation of TCS)	5-1-84	Assigned to Referee McAllister
TD-25973	SCL (SSR)	Temporary Vacancy (Sammons - Atlanta)	8-31-84	Assigned to Referee Dennis
TD-26002	IHB	Discipline (Hartley) File TD-36	10-3-84	Assigned to Referee Dennis
TD-26229	C&NWT	Combining Positions - Mason City	11-30-84	Assigned to Referee Vernon
TD-26282	ConRail	Transfer of Work - Harrisburg (Docket CR-237)	1-3-85	Assigned to Referee Vernon
TD-26636	SP (WL)	Transfer of Work-Tillamook Branch	7-3-85	Assigned to Referee Roukis
TD-26638	SCL (SSR)	Discipline (Akers-Raleigh)	7-9-85	Assigned to Referee Benn
TD-26655	SCL (SSR)	Transfer of Work-Mulberry (Tampa)	7-16-85	Assigned to Referee Benn
TD-26487	C&NWT	Combining Positions - Mason City (Files 82-83-5, etc.)	7-22-85	Assigned to Referee Vernon
TD-26669	SP (WL)	Transfer of Work-Distribution of Power (Los Angeles, Calif.)	7-24-85	Assigned to Referee Zusman
TD-26734	SP (WL)	Transfer of Work- Ordering Crews, etc. (Tucson Ariz.)	7-29-85	Assigned to Referee Muessig
TD-26721	Southern	Discipline (Chambless-Birmingham) File TD-75	8-16-85	Assigned to Referee Benn
TD-26739	ConRail	Transfer of Work-Harrisburg (CR-250, CR-256)	8-23-85	Assigned to Referee Zusman
TD-26631	AT&SF	Overtime (Munoz-Fl. Madison)	8-30-85	Assigned to Referee Marx
TD-26788	SCL (SSR)	Transfer of Work-Rockport (Tampa, Fla.)	9-30-85	Assigned to Referee Vernon
TD-26790	SCL (SSR)	Rate of Pay-Chief Dispatcher Work (Waycross)	10-1-85	Assigned to Referee Suntrup
TD-26823	ConRail	Transfer of Work-Hot Box Detectors-Toledo	10-15-85	Assigned to Referee Vernon
TD-26911	B&OCT	Discipline (Romeo-Chicago)	11-22-85	Assigned to Referee Marx

TD-26793	NYC&StL (N&W)	Transfer of Work-Muncie, Ind	11-25-85	Assigned to Referee Vernon
TD-26798	SCL (SSR)	Transfer of Work Calling Crews (Tampa)	12-2-85	Assigned to Referee Vernon
TD-26815	NYC&StL (N&W)	Work Outside Scope (Ft Wayne, Ind)	12-10-85	Assigned to Referee Muessig
TD-26835	NYC&StL (N&W)	Work Outside Scope (Muncie, Ind)	12-23-85	Assigned to Referee Muessig
TD-27081	SCL (CSX)	Transfer of Work-Hartsville & Social Circle Branches (Florence, S.C.)	2-28-86	Assigned to Referee Marx
TD-26982	DM&IR	Relief of Chief Dispatcher	3-6-86	Assigned to Referee Vernon
TD-27072	SP (EL)	Discipline (Castillo - San Antonio)	4-25-86	Assigned to Referee Vernon
TD-27166	DM&IR	Discipline (T. R. Kennedy)	6-17-86	Assigned to Referee Marx
TD-27319	NYC&StL (N&W)	Discipline (Zimmerman - Ft Wayne)	9-12-86	Assigned to Referee Marx
TD-27367	L&N (CSX)	Transfer of Work (Evansville, Ind.)	10-27-86	Assigned to Referee Cloney
TD-27419	BN	Discipline (Ceaser-Minneapolis)	12-1-86	Assigned to Referee Eischen
TD-27392	NYC&StL (N&W)	Discipline (Shea-Ft Wayne)	1-9-87	Assigned to Referee Cloney
TD-27459	SP (EL)	Discipline (Brock-Houston)	1-20-87	Assigned to Referee Eischen
TD-27574	Amtrak	Transfer of Territory - Philadelphia to New York	3-2-87	Assigned to Referee Marx
TD-27601	SP (EL)	Discipline (Willis - Lafayette)	5-7-87	Assigned to Referee Eischen
TD-27822	ConRail	Discipline (Armeth et al-Elizabethport)	5-21-87	(a)
TD-27656	SP (EL)	Transfer of Work (Bernstein-San Antonio)	6-4-87	Assigned to Referee Marx
TD-27956	Soo Line	Off Assignment (J.P. Erickson)	6-25-87	(a)
TD-27728	W&LE (N&W)	Discipline (Geissman - Brewster, Ohio)	6-29-87	(a)
TD-27729	SP (EL)	Work Outside Scope - Lafayette	7-14-87	(a)
TD-27773	SP (EL)	Rest Day Service (Bernstein)	8-5-87	(a)
TD-27774	C&NWT	Temporary Vacancies - Boone, Iowa	8-12-87	(a)
TD-27842	SP (FL)	Temporary Vacancies-San Antonio, TX	9-15-87	(b)
TD-27842	C&O (CSX)	Discipline (Carter - Huntington)	12-11-87	(c)
TD-27842	SP (EL)	Discipline (Neill - San Antonio)	1-12-88	(c)

## Explanation of Reference marks in "Status" column

- (a) Awaiting Referee Assignment
- (b) Awaiting rebuttals
- (c) Awaiting Ex Parte submissions

*(Continued from page 9)*

An employee can designate a person as beneficiary for any residual payment that ever becomes due. Otherwise, it is payable to the widow(er), children, or other family members in a prescribed order of precedence. An "insured" status under the Railroad Retirement Act is not required for payment of this benefit.

#### **17. How does a person get an estimate of, or apply for, spouse or survivor benefits?**

The best way for a spouse or widow(er) to obtain an annuity estimate is to call or visit the nearest Railroad Retirement Board district office. Active or retired employees who are concerned about the amount of benefits which would be payable to their survivors may also receive estimates from the nearest Board district office.

Applications for benefits are generally filed in person with the assistance of Board personnel at one of the Board's district offices, or with a traveling Board representative at an itinerant point. Most Board offices are open to the public from 9:00 a.m. to 3:30 p.m., Monday through Friday.

#### **7.17% Semiannual Rate Effective November 1987 Through April 1988**

The first semiannual interest rate for Series EE Savings Bonds issued between November 1, 1987, and April 30, 1988, is 7.17%. The current minimum rate for Bonds held at least five years is six percent.

The new semiannual rate is part of the average of semiannual rates, rounded to the nearest quarter percent, determining the yield of Bonds held five years or longer under the market-based interest program. Bonds held less than five years earn interest on a fixed, graduated scale.

Qualifying older Series EE and E Bonds and Savings Notes also receive the new semiannual rate for their six-month interest periods starting between November 1987 and April 1988. EE Bonds issued since November 1,

1982, must be held at least five years to qualify for market-based rates. The value of EE and E Bonds and Notes issued before that date reflect market-based rates if held to and beyond their first interest-accrual date occurring on or after November 1, 1987.

The market-based rate for Savings Bonds is 85 percent of the market average on five-year Treasury securities during the qualifying five-year or longer holding period, rounded to the nearest quarter percent. Semiannual market-based rates help Bond owners track the progress of their Bonds.

The minimum yield on Bonds held five years or longer is subject to change for new issues if market conditions warrant. Bonds outstanding at the time of any change retain their previous guarantees to original, or next extended, maturity.

#### **Cumulative Market-Based Rates**

For Bonds Purchased:	Cumulative Rate	Rate at Redemption*
Through 4/30/83	8.54%	8.75%
5/1/83-10/31/83	8.29%	
11/1/83-4/30/84	8.25%	
5/1/84-10/31/84	8.11%	
11/1/84-4/30/85	7.84%	
5/1/85-10/31/85	7.33%	
11/1/85-4/30/86	6.89%	
5/1/86-10/31/86	6.53%	
11/1/86-4/30/87	6.36%	
5/1/87-10/31/87	6.51%	
11/1/87-4/30/88	7.17%	

Market-based rates apply only to Bonds held five years or longer and to Bonds purchased before November 1, 1982, and held to their first interest-accrual date beginning on or after November 1, 1987.

\*Rate used to calculate value of Bonds redeemed from November 1987 through April 1988. Applies from first interest date on or after November 1, 1982.

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THE COST OF  
LIVING.**

**GIVE TO THE  
AMERICAN CANCER SOCIETY.**

## RECENT BOARD AWARDS

We have fallen far behind in reviewing Train Dispatcher Awards, particularly, and this column will be expanded and will concentrate more on our own cases in an effort to become more current.

In *Third Division Award 26137, ATDA v. ConRail, Referee Marty E. Zusman*, our position was upheld that our Agreement was violated when power distribution was assigned to non-contract personnel when Train Dispatcher positions were abolished. The Award has instructive language concerning inadmissible evidence and the question of damages. Therefore, it is reproduced in full, although lengthy.

Both Claims before this Board involve alleged transfer of work from Agreement covered to Non-Agreement covered employees (at Harrisburg, PA and Baltimore, MD). The Organization maintains that the Carrier violated Rules 1(a) and 1(b) (Rule numbers vary in Claim #2) which state in pertinent part

### RULE 1-SCOPE

(a) The term 'train dispatcher' as hereinafter used (and as defined in paragraph (b) of this Rule) shall be understood to include chief, assistant chief

(b) 1 Chief Dispatchers, Assistant Chief Dispatchers  
Chief Train Dispatcher Assistant Chief Dispatcher these classes shall include positions in which it is the duty of incumbents...to supervise the handling of trains and the distribution of power and equipment incident thereto, and to perform related work

Note...the duties of these classes may not be performed by officers or other employees..."

With respect to the Claims at bar, the Organization to prevail must provide probative evidence that the work was within the Scope of the Agreement, was transferred to Non-Agreement employees and that, as such, the Agreement was violated. A review of the record as developed on the property documents that the disputed work involving the distribution of power is reserved to the Assistant Chief Train Dispatcher (Power) by the Scope Rule of the Agreement, which is specific in nature (Third Division Award 16556) The Organization provided probative evidence indicating that positions were abolished, that the work of those positions

prior to abolishment included instructions on the distribution of power and that after abolishment, much of this work was performed by employees of the Diesel Power Control Bureau

Carrier's position in the whole of this case is that the abolishment of positions did not violate the Agreement in that the positions involved merely relayed information from locations to the Blue Room. The Blue Room was ultimately responsible for any decisions made and could reserve such decisions. As stated in the letter of January 5, 1984, "In effect, the middle man, or relay man, was eliminated, giving the Diesel Bureau (Blue Room) better control of the power for which it is solely responsible."

A complete review of the record established that the Organization has provided sufficient evidence of a probative nature to establish a prima facie case of a Rule violation. Whatever may be the Carrier's intent, the elimination of the "Middle Man" in this instant case is a violation of the Agreement. The Agreement provides that such work belongs to the employees under the Scope Rule and further notes that "the duties of these classes may not be performed by officers or other employees."

This Board has reviewed carefully the Carrier's arguments which were raised on property as well as those issues such as Carrier's Exhibit E which were not discussed on the property and are thereby inadmissible. As the burden shifted to the Carrier, it was incumbent upon Carrier to provide evidence to rebut the Organization's Claims. This it did not do. The Carrier denied the violation, but provided no evidence on the property to substantiate its position. Cited Awards and Public Law Boards have been thoroughly reviewed, but are substantially different from the circumstances and Agreement language at bar (specifically, Award Number 63, Public Law Board 2037 in which no evidence of past practice was submitted, unlike the instant case). The Board finds that the Carrier has violated the Agreement.

Both Claims which are identical in nature request compensation. This Board has determined that a violation of the Scope Rule occurred in that after abolishing positions, work reserved to the Assistant Chief Dispatcher (Power) by the Agreement was taken over by Non-Agreement personnel. However, the central unresolved issue is whether the Claim at bar for damages is justified. That question revolves around the issue of who was affected by Carrier's action.

To establish a Claim for damages the Organization must prove that Claimants were directly affected by the Carrier's violation. The Organization has shown a clear force reduction. Those directly affected were the former occupants of the positions. The on-property correspondence establishes that

they were able to immediately exercise seniority to other positions. Claim is made instead on behalf of the senior Extra Train Dispatchers or if none available the senior regularly assigned Train Dispatchers as per Carrier's records who were casually affected.

Carrier vehemently argues before this Board that damages in the instant case are without Rule support and specifically where unnamed Claimants were not shown to be economically affected (Third Division Awards 26063, 25696, 25445). This Board has no doubt that Carrier's records would indicate if any of the unnamed Claimants were immediately affected with economic loss. Clearly there was a force reduction which this Board has held to be in violation of the Agreement. It is clear from the record on property (and particularly the exchange of correspondence of June 24, 1983 and the reply of August 4, 1983) that damages for Claimants directly and explicitly affected by Carrier's action in either economic loss or lack of full employment is requested and is proper. As such, we will sustain all elements of the Claim for those Claimants in Carrier's records who were directly affected. This is consistent with past Awards of this Board (Third Division Awards 23928, 23571, and 21663).

The Carrier Members filed a Dissent with respect to the award of monetary damages, but a Dissent does not affect the bottom line of an Award.



*Award No. 2 of Public Law Board No. 4159, StLSW and ATDA, Referee Dana E. Eischen*, is interesting in that it found a "rush to judgement" violated the Agreement, even though the Claimant, whom we'll call "Mr. X", was found guilty.

Following a derailment incident on January 30, 1985 Claimant was removed from service pending investigation which later resulted in a six-month deferred suspension from service. The legitimacy of that particular discipline was upheld by this Board in Award No. 1... The present case involves appeal of ancillary discipline of sixty days actual suspension which was imposed upon Claimant by Superintendent M\_\_\_\_\_ on January 30, 1985, before the investigation had been scheduled and conducted which ultimately found Claimant in part culpable for the derailment of January 30, 1985. When M\_\_\_\_\_ took Claimant out of service on the morning of January 30, 1985, pending investigation into the derailment, he presented Claimant with the following letter:

Reference letter of September 5, 1984, to Mr. J.D. Bradshaw, wherein you accepted a sixty (60) day suspension, which was held in abeyance for a period of six months probation.

For your violation of the conditions as set forth in this probation letter of September 5, 1984, you are hereby automatically assessed the sixty (60) day suspension, beginning Thursday, January 31, 1985.

The "probation letter" of September 5, 1984, invoked by Superintendent M\_\_\_\_\_, arose out of a settlement of earlier claims filed by Claimant after he was disciplined for alleged violations of UCOR 375(10) in connection with a July 19, 1984 "near-hit" between a motor car and an engine operated in CTC territory under Claimant's control. The terms of that settlement are set forth in the September 5, 1984 letter from M\_\_\_\_\_, which was accepted by Claimant and his Organization as follows:

This has reference to citation of formal hearing covered by postponement letter dated August 27, 1984, involving Train Dispatcher X and will confirm conference with you on this date.

I offered to settle this case on the following basis

Mr. X will be suspended from the service of this Company, without pay, for a period of sixty (60) days under the following instructions:

1. The sixty (60) day suspension will be held in abeyance for a period of six months probation or until 12:01 AM, March 6, 1985.

2. During this six-month probationary period, any violation of Rule 375 by Mr. X will result in the automatic assessment of the sixty-day suspension from duty, without pay, in addition to any other discipline assessed as a result of the rules infraction, as determined by formal hearing and disposition.

You accepted my offer. It is understood that my offer and your acceptance as outlined herein is without prejudice to the position of either party and will not be referred to in any other cases, past, present or future.

Upon reviewing the sequence of events, we are persuaded that the Superintendent's rush to judgement and imposition of "automatic" sixty-day suspension before Claimant even had been afforded a full and fair investigation into the triggering incident, was a misapplication of the September 5, 1984 letter and a plain violation of Rule 8(a) and (b) of the Dispatchers Agreement....

After Claimant had been found culpable of another violation of UCOR 375, upon a proper investigation in compliance with Rule 8(a) and (b), imposition of the sixty-day deferred suspension, in addition to the discipline assessed for the most recent violation, would have been appropriate. Accordingly,



the proper measure of damages is compensation for Claimant for the period January 30, 1985 until February 22, 1985 when he actually was found guilty and assessed discipline for another violation of UCOR 375(8), in connection with the January 30, 1985 derailment

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Three claims for extra train dispatchers who allegedly lost time from their regularly assigned positions in order to work as train dispatcher, were the subject of *Third Division Award 26215, ATDA v. SSR, Referee John E. Cloney*. He sustained one of the three claims and reinforced a previous Award, No. 18270, which set the guidelines for payment of lost time. The Board's Opinion is quoted in pertinent part:

"The Organization argues the Hours of Service Law deals with 24 hour periods and therefore Article VII(d) (3) references to loss of time also refers to a 24 hour period and not to an aggregate period.

The question arose on this property at least once before. In Third Division Award 18270 Carrier claimed a Telegraph Operator who was required by the Hours of Service Law to lay off on November 18 to work as a Train Dispatcher on November 19 was not entitled to compensation because he earned more during the period November 1 to 26 than he would have if he had not worked as a Train Dispatcher. This Board held

"In the opinion of the Board, the Carrier misconstrues the rule. The example set out under the rule indicates that it was the intent to insure the employee against any loss of compensation for each period of time he is removed from his regular assignment in other service to protect extra dispatcher work until such extra dispatcher work has been completed and the employee is returned to his regular assignment in other service. Had any other basis been contemplated, such as weekly or monthly, it would have been an easy matter to have so provided. It is well settled that this Board cannot amend rules through interpretation."

Thus this Board concluded the intent of Rule VII was to insure employees would suffer no loss while removed from their regular assignment to protect extra dispatcher work. We specifically found the protection extends to "loss, for each period of time" removed from regular service

In Claim Number 1 Mattox worked as a Train Dispatcher from December 3 to December 13 and did not perform his clerical assignment in the interim. During that period he earned more than he otherwise would have. As he suffered no loss during the period the Claim is denied.

Again in Claim Number 3 Mattox's Train Dispatcher assignment was one continuous period interrupted only by rest days or time off mandated by the Hours of Service Law. In this uninterrupted period he earned more than he would have in his regular assignment and is entitled to no further compensation

In Claim Number 2 Deason lost time on December 11 and 12 in order to work as a Train Dispatcher on December 12. He then returned to his regular assignment and again lost time from that assignment on December 17 and 18 in order to work as a Train Dispatcher on December 17 and 19. In each of the two separate periods Deason suffered a loss even though he did earn more in the aggregate over the entire length of time under discussion. He is entitled to be compensated for the loss in those periods.

— • —

In *Third Division Award 26216, ATDA v. ConRail, Referee Cloney*, a Train Dispatcher was found to have been improperly held out of service pending his hearing. And even though he was guilty of the infraction, since his total suspension and discipline was the time held out of service pending the hearing, the claim was sustained. Only that portion dealing with the suspension will be quoted here, since the greater part of the Award treats the cause of the discipline itself.

We must conclude Carrier had a substantial basis for its decision and the decision was not arbitrary or capricious.

But this does not end the matter

Rule 18, Discipline, Hearings and Appeals provides in part

"Section 1. Hearings

b) An employee may be held out of service pending hearing only if his retention in service could be detrimental to himself, another person, or the Company.

Section 2. Discipline

(b)(1) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed."

Claimant has almost forty years of service and has been a Dispatcher for thirty four of those years. There is nothing in the record to suggest that his retention in service would be detrimental within the meaning of Rule 18, Section 1(b). Inasmuch as the discipline assessed covered the period of time Claimant was suspended prior to the Hearing, it cannot be upheld.

We lost a Scope Rule case in *Third Division Award 26298, ATDA v. DM&IR, Referee Josef P. Sirefman*. The Board's Opinion is self-explanatory:

This dispute concerns the shifting of the monitoring of hot box detectors from Train Dispatchers who had been doing it for twelve years to another location where Clerks are assigned to that task. The Organization claims the work under the Scope Rule in the Agreement. The crucial issue here is that when there is a claim of exclusivity the burden rests on the Organization to establish by history, practice, tradition and custom that the work has been performed by its members to the exclusion of others (see the following Third Division Awards which set forth this doctrine: 12075, 16112, 17752, 20039, 21036-39, 21898, 22183, 22761, 24289).

Here that burden has not been sustained for the record before this Board is clear that prior to 1969 the monitoring function was performed by Yardmasters and Telegraphers; therefore, historically and customarily it has not been exclusively performed by Claimants herein. The Awards principally relied upon by the Organization, to support the claim that the twelve year period is sufficient to offset the times when other employees performed hot box detector monitoring, are not persuasive. The facts in Third Division Awards 6756 and 18548 are not apposite; and in Third Division Award 21022 the conclusion was that there was no contract violation because the disputed work was not exclusively reserved to those Claimants. The myriad Awards cited by the Organization have been carefully reviewed, but they do not gainsay that the facts in this instant Claim do not satisfy the standard set forth in Third Division Awards 12075 through 24289 cited above.

We sincerely believe this decision was wrong, and prepared a Dissent challenging the decision's logic. As we said before, however, that does not change the bottom line. Perhaps the Dissent will be of some interest:

This Dissent is filed because the author believes the Majority reached the wrong conclusion, by simply disregarding or disbelieving the undisputed facts on which the claims were founded.

We agree with the Majority's grasp of the issue on which the dispute turns:

"...The crucial issue here is that when there is a claim of exclusivity the burden rests on the Organization to establish by history, practice, tradition and custom that the work has been performed by its members to the exclusion of others..."

The Majority went on to state:

"Here that burden has not been sustained for the record before this Board is clear that prior to 1969 the monitoring function was performed by Yardmasters and Telegraphers; therefore, historically and customarily it has not been exclusively performed by Claimants herein..."

And it is at this point that we differ. The premise for a sustaining award was conclusively demonstrated by the following facts, we contend.

The work of monitoring hot box detectors had been exclusively that of train dispatchers for 12 years. That period of time is sufficient to establish a binding practice, custom, tradition, or history.

*Third Division Award 6756*

"...From 1943 to 1950, over a period of some seven years, Carrier itself had followed the method of advising employees by telegrams...of the availability of extra work...it had established a practice at the involved station, during the period of time heretofore mentioned, which it could not discontinue unless abrogated by negotiation and agreement between the parties..."

*Third Division Award 18548*

"...A past practice of at least twelve years duration clearly indicates the intent of the parties, absent any contractual prohibition. And since the Agreement is silent on this point, the past practice becomes the Rule. If Carrier desires to change this practice, it can seek to do so at the bargaining table..."

It is correct that prior to 1969, the disputed work was not done exclusively by train dispatchers. No claim was filed during this period. Exclusivity to this work was assigned train dispatchers in 1969. No one else laid claim to the work at that time.

Most significant, however, is the fact that when the currently effective Agreement was adopted December 1, 1972, the work in question was then exclusive to the train dispatchers. That condition prevailed until March 18, 1981.

*Third Division Award 10122*

"In a significant number of Awards this Board has recognized and applied the principle that a practice once established continues in force until specifically abrogated by the parties, and where a contract is negotiated and existing practices are not rescinded or altered by its terms, such practices are enforceable to the same extent as the provisions of the contract itself, as though written therein..." (Italics added).

*Third Division Award 12390*

"...where a contract is negotiated and existing practices are not rescinded or altered by its terms, such practices are enforceable to

the same extent as the provisions of the contract itself, as though written therein." (Italics added)

We believe that exclusivity to the work has been proven and the Majority erred grievously by denying these claims

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Unwarranted discipline was overturned in *Third Division Award 26313, ATDA v. ConRail, Referee John B. LaRocco*.

On December 22, 1982, northbound Train DIN-2 passed approximately two car lengths beyond the Brice Block Limit Station on the West Virginia Secondary without permission. The train then made an unauthorized reverse movement and stopped south of the signal. Neither the train crew nor the Road Foreman-Engines (who was riding in the engine cab) informed Claimant, the Dispatcher on duty at Desk D, that the train had improperly operated two car lengths north of the block limit station.

The Carrier withheld Claimant from service pending an investigation to determine if Claimant committed any operating Rules infractions. Following a December 28, 1982, investigation, the Carrier suspended Claimant from service for fifteen days. The discipline was primarily premised on Claimant's alleged failure to report (to the Chief Dispatcher) an irregularity on the Brice hot box detector readout. However, after perusing the investigation transcript, we conclude that the Carrier did not satisfy its burden of proof.

At the investigation, Claimant testified that he knew the train had arrived at Brice when it activated the hot box detector. The detector readout stopped but quickly started again. Claimant checked with Frankfort Street to make certain the train had stopped. The tape again ceased. The Division Road Foreman declared that the readout indicated a possible irregularity. Claimant noted that the occurrence was out of the ordinary but he plausibly explained that the engineer might have made a second forward move toward the signal to reduce his air. More importantly, Claimant did not know that the hot box detector was located just sixty feet south of the block limit station. Moreover, the purpose of the mechanism is to detect hot boxes as opposed to fixing the precise location of a train. Claimant could not ascertain that the train overran the signal merely by looking at the readout unless his train consist was accurate and he was aware of the exact placement of the detector in relation to the block limit station.

The Carrier shall exonerate Claimant in accord with Rule 18, Section 5.

Inasmuch as we are sustaining this Claim on its merits, we need not address the Organizations' contention that the Carrier lacked a reasonable justification for taking

Claimant out of service pending the Hearing

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*Third Division Award 26381, ATDA v. ConRail, Referee Zusman*, is significant because it interprets and applies correctly a rule designed to preserve work not otherwise reserved by ConRail Scope Rules. This rule was devised to deal with the situations arising on a merged property, comprised of 10 or more formerly independent railroads, with differing labor relations histories. Although it allows no compensation for a proven violation, the Award is still a crucial decision in the employee's favor. It will be quoted in full.

On January 28, 1983, the Carrier moved hot box detector office readout machines in its Jackson, Michigan office to a new location nearby. At issue is the Organization's Claim that the work of monitoring the machines has been transferred to Block Operators when said work belongs to Train Dispatchers.

The Organization argues that at the Jackson, Michigan office such work prior to September 1, 1979, had been done by Train Dispatchers and as such, was protected by the Agreement as per Rule 1(d). That Rule reads in part that

"Work not included within the Scope which is being performed on the property of any former component railroad by employees covered by this Agreement will not be removed from such employees at the locations at which such work was performed by history and past practice or agreement on the effective date of this Agreement."

It is the Organization's position that when the Carrier moved such equipment into the Block Operators office at Jackson, Michigan, it transferred such work as belonged to Train Dispatchers in violation of the Agreement.

The Carrier denies any Rule violation and specifically denies that the work has ever been exclusively that of Train Dispatchers on the Michigan Division. It maintains that said work always has been a shared responsibility on the property. While it agrees that the office readout machines were moved, it denies that any change in or transference of work occurred, and as such, no Rule violation. It specifically states in correspondence on property (May 17, 1983) that as of September 1, 1979, at the location in this dispute, Operator Clerks were monitoring the equipment.

In this Board's review of the instant case, we note that the Carrier submitted evidence including numerous statements to which the Organization objected. Our review finds that the evidence was clearly presented after

the October 2, 1984, Notice of Intent to file an *ex parte* Submission to this Board was filed. The new evidence was not handled on property and as such, cannot be considered as properly before this Board (Third Division Awards 19011, 20773).

The Organization carries the burden of proof to establish that such work prior to the effective Agreement belonged to Train Dispatchers and as such Rule 1(d) was violated. The only probative evidence of record supporting the Organization's Claim is the two Train Dispatcher's letters of July 9, 1983. The Carrier asserts it has never been exclusive work at the Jackson location and argues its assertions rebut the statements. Assertions are not evidence and as such, their denial is not an effective rebuttal. Based on the evidence in the record as handled on property the Organizations Claim must be sustained.

As for the requested remedy, the Organization not only carries the burden of proof, but of perfecting all elements of its Claim. There is no evidence in the record that Carrier's actions affected the senior Extra Train Dispatcher in any material way. Nor is there evidence of record on the property that one (1) day's pay was lost, that the remedy is contractually provided, or that it is anything other than "de minimus" which it clearly appears to be. As such, although the evidence shows the work belongs to Train Dispatchers (and we do not lightly ignore Carrier violations), finding no evidence of willful fraud, malice, monetary loss to Claimants, contractually supported penalty, potential employment loss or the like, we must deny [monetary sections] of the Claim.

The Labor Member filed a Concurring Opinion and Dissent, commending the Referee for cutting through the Carrier's barricade of specious defenses, but asking what incentive exists to bring a recalcitrant carrier into compliance with its agreement when no monetary penalty is assessed for a violation.



*Third Division Award 26386, ATDA v. BRC, Referee Zusman*, involved the Carrier's refusal to pay a sick leave day when the Claimant could not produce a doctor's certificate. While we do not agree with the decision, for reasons explained in an accompanying Dissent, it is still instructive and for that reason is here included.

Claimant was off work due to an upset stomach on Monday, January 10, 1983. On Thursday, January 13, 1983, Claimant filed a "Supplemental Sick Leave Claim Form

for Clerks and Leverman." The Chief Train Dispatcher requested a physician's certificate as evidence of actual illness as per Agreement Article 412, Paragraph K in his January 17, 1983, reply.

In the development of this dispute on the property, the Organization responded with the clear statement that:

"Please do not consider this as a claim for time lost for Mr. Hensley. If necessary an appropriate claim will be submitted in a timely manner...."

The instant dispute was advanced through the usual steps and after conference submitted to this Board. The Organization's primary argument on the property was two-fold; that the Claimant was not abusing the sickness benefits, and that to request a physician's certificate seven days after an illness that did not require medical attention was "ludicrous."

The Carrier argues to this Board that there was never a time Claim made on property, but only a "claim form" filed and discussed. The Board notes that after conference, the Carrier "regretfully reaffirm[s] its original denial of this claim." New arguments before this Board are barred. Nowhere on the property did the Carrier challenge the procedural validity of the claim and it therefore stands as valid.

On the merits, a review of the Agreement indicates that the Carrier is not restricted from requesting a physician's certificate when it has doubt as to the veracity of the illness. There is substantial evidence in the record that the Claimant had a pattern of sick leave either immediately prior to or following his rest days. That pattern had been previously brought to the Claimant's attention. The request for a doctor's verification was made upon more recent evidence of a continuing pattern.

This Board notes that the Agreement allows the Carrier the right to request such a certificate. The employee was well aware of the Agreement provision; the Carrier's policy with respect to the Agreement; and the Carrier's prior concerns with his attendance. The claim form was filed three days after the illness by the Claimant and the request for a physician's certificate followed the weekend. There is sufficient evidence in the record that the Carrier acted in a reasonable and responsible manner and in full compliance with the Agreement. This Board will therefore deny the instant Claim.

The following Dissent was filed by the Labor Member:

This Award is correct in holding that the claim was properly before the Board and the Carrier's procedural position came too late when first raised in its Submission.

We differ, however, with respect to the findings on the claim's merits.

It is not disputed the Carrier has the right, pursuant to Article 4 1/2 (k), to require satisfactory evidence of sickness in the form of a certificate from a reputable physician, in case of doubt.

The problem here was Carrier's failure to make known the necessity for such certificate until seven days after the illness, which was not attended by a physician. The Claimant was thereby placed in an impossible situation. No reputable physician will certify a week-old unattended illness of which he has no personal knowledge.

First, it is not always necessary to see a doctor when one is sick

*Third Division Award 19911*

"...We do not suggest that an employee must see a doctor on the first day of a sickness or even that each sickness requires a doctor's care at some point during the sickness..."

Second, the Carrier did not make a timely request that a doctor's certificate be supplied.

*Third Division Award 23837*

"Paragraph 6 of Rule 58-A provides that 'Satisfactory evidence as to sickness will be required in case of doubt.' Under this provision, in cases of doubt, Carrier has the right to request evidence that an absence is bona fide. That is, if Carrier wishes to question an employee it has the burden of requesting such information."

Third Division Awards 21979, 22035, and 22992 hold similarly.

If the Carrier had cause for doubt, it was obligated to make this known to the Claimant employee in time for him to undertake action to satisfy the requirement of Article 4 1/2 (k). The Carrier has an obligation under this rule to the employee, as well as the employee's obligation to comply.

The Majority seemed impressed by the Carrier's contention there was a pattern to the Claimant's absences immediately prior to or following his rest days. In panel argument, it was pointed out that of eight dates listed, three were either immediately before or after his rest days, i.e., 37.5%. But if days were selected at random, the chances of selecting immediately preceding or following days would be 40%.

But more significantly, even if there were a "pattern", the Carrier's compilation of eight absences all followed the claim date, and therefore, no discernable "pattern" or record of absences preceding the claim date was demonstrated.

This Dissent is filed because we strongly disagree with the Majority's holding with respect to the merits of the dispute. The Carrier did not act reasonably and responsibly.

## Railway Union Members Warn of Tactics Shown By "Scab-Hunting" Firm

Members of U.S. railway workers unions are warning other unionists about tactics of a firm known as Railfinders, Inc., a firm they claim is involved in "scab-hunting."

Reportedly, Railfinders, Inc., representatives move about the country, establish motel or hotel room offices, and run advertisements in local newspapers offering jobs with railroads it represents.

These jobs, according to union officials, offer wages and working conditions far below the standard already set for the industry. Often, they say, these workers have been specifically recruited to cross union picket lines.

Rail union leaders have urged that fellow union members alert them whenever advertisements for rail jobs appear in local publications. They add the information that plenty of out-of-work, experienced rail workers are ready and willing to be called back to their jobs in the industry where a jobless rate of nearly 50 percent exists nationwide.

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More of our problems are caused by good people being weak than evil ones being powerful.

— ● —

Thought is a guide to action, not a substitute for it.

— ● —

Every great fortune can be traced back to someone who was first to see the obvious.

— ● —

The person who agrees with everything you say either isn't paying attention or else plans to sell you something.

— ● —

The nicest thing you can give a person is something to feel important about.

— ● —

Never mind the things that are good as new. Let's have some things that are as good as old.

## WASHINGTON WINDOW

### The American Family Under Siege

The family and family values have been a favorite topic of conservative politicians and television evangelists, roles which in the case of Republican presidential candidate Pat Robertson have been combined in one individual.

However, rarely do these conservatives talk about the growing economic and job pressures on family life and values. Nor does one hear from this quarter about the need for a national family policy that could ease the financial and emotional stress on the American family.

These issues are addressed in a 78-page report commissioned by Family Services America, a non-profit family service organization founded in 1911. "Families strengthen America, and American needs to strengthen families," says Geneva B. Johnson, president of the Milwaukee-based FSA, whose 290 member agencies yearly serve more than 3 million persons in the U.S. and Canada.

Titled "The State of Families: Work and Family," the report was written by Morton Darrow, a professor and former insurance company executive. The report makes some sobering observations and predictions, including the following:

- Corporate "social responsibility" will continue to give way to a "rampant finance capitalism" which accentuates profit-making and de-emphasizes making goods, delivering services or creating jobs. "We will continue to see corporate restructuring that results in community upheavals, job losses, human dislocation, and the closure of profitable companies. The negative effects on families are both immediate and long-lasting."

- The values associated with corporations going "lean and mean" are difficult for employees and their families. In many instances, competitiveness will translate into work overload, lack of control over one's job, and non-supportive

supervisors and co-workers. Job pressures will result in physical and mental stress on family health.

- New messages are being given to children that are out of sync with many of the traditional values of American life: Making money is more important than making something or performing a service; luck is more important than hard work; business ethics are different from commonly accepted personal morality.

- For the first time in our nation's history, large numbers of Americans believe that their children will not do as well as they have done economically. The downward pressure on wages and benefits is casting a pall on family expectations for the future.

- New high technology industries will require relatively few people with professional and technical skills and relatively many low-paid operators and maintenance people competing with foreign pay levels. While the well-to-do improve their position, more people will join the lower ranks as the middle is thinned out.

- Social agencies increasingly are seeing first-time clients, formerly members of the middle class, come through their doors with problems associated with lower-class poverty. The middle class has been an anchor for traditional values and behavior, but that anchor is weakening.

- Women who combine work, family and motherhood will face continuing adjustment problems. Although a majority of mothers are in the workforce and their numbers are growing, institutional support is meager. Child care facilities, for example, are far short of the need.

- Equal pay for jobs of comparable worth will pick up momentum as a workplace issue. Parental leave is another burgeoning issue.

- Changes in employee benefit plans will have a mixed effect on the family. While employers will offer more comprehensive benefit plans to meet family needs, workers will be required to share more of the costs.

- For blacks and other minorities to

progress in the workplace on an equal basis with whites—heroic, innovative and multi-billion dollar educational programs must be instituted and sustained for a generation.

- From 1981 to 1987, defense spending increased more than 80 percent and social programs were cut by 35 percent. Federal support for nonprofit agencies, many dealing with family problems, also was cut 35 percent.

- In the coming years, worker and skill shortages will call for greater government spending on job training programs.

The report criticizes the absence of a national family policy that would coordinate the federal role regarding families.

As FSA President Johnson put it, "There is a critical need for intentional decision making on those economic and political issues that impact on families, rather than leaving them to market forces."

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## Good, Affordable Health Care Labor's Goal

MIAMI BEACH, Fla. (PAI)—The AFL-CIO vowed to continue to work with its allies in legislative, bargaining and grassroots arenas to bring affordable, quality health care to all Americans.

In a convention resolution, the federation said that the problems of health care inflation, inadequate access to services and uneven quality of care "show no signs of abating."

The federation said its ultimate goal remains a national health care program—"the only way to assure that all Americans have access to quality care they can afford." But until that time, the AFL-CIO pledged to fight cutbacks, control costs and improve health care services for all Americans.

Among the efforts endorsed by the convention were:

- Support for the Minimum Health Benefits for All Workers Act of 1987, S. 1265 and H.R. 2508.

- Cost containment legislation in

states to reduce increases in health care expenditures for all payors and more equitably distribute the cost of care for the uninsured among hospitals.

- Federal legislation to provide Medicare beneficiaries with catastrophic health insurance and prescription drug coverage.

- Requirements for hospitals to provide adequate notice of discharge to Medicare patients and post-discharge planning. Also supported were putting capital expenditures under the Medicare prospective payment plan, establishing a national fee schedule for physicians, and incentives for physicians to manage the number and type of services provided to Medicare patients.

- Legislation for the delivery and financing of quality long-term care for senior citizens and the chronically ill.

- More effective systems to monitor the quality of nursing home care, improve staffing, training, wages and benefits, and protect the rights of residents.

- Legislation to allow the spouses of institutionalized Medicaid beneficiaries to maintain the income and assets needed for a "dignified and productive life."

- Initiatives by affiliates to reduce the cost of negotiated health care benefits.

- Opposition to random drug testing programs and support for health care services to workers with drug and alcohol dependency.

- Broad public education programs on AIDS, adequate funding for AIDS research and public services, and special protection for health care workers exposed to AIDS.

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ASHEVILLE, N.C. (PAI)—The Association of Railway Communicators (ARC) elected "Labor" newspaper editor Richard J. Clistri president at the group's 65th annual conference. The ARC is the oldest industrial editors' organization in the country.

## **"AFL-CIO To Launch "Union, Yes ☒" Communications Campaign"**

*Two-year effort involves national TV and radio advertising, local tie-ins.*

The labor movement will launch a long-range national advertising effort in 1988 with the inauguration of the \$13 million "Union, Yes ☒ " communications campaign, approved by the AFL-CIO Convention on October 28.

The two-year campaign involves national advertising on network television, cable TV, local TV, network radio, and local radio. Under the umbrella banner of "Union, Yes ☒ " the campaign is intended to communicate the value of union organization to Americans, especially a new generation of younger workers.

With the millions of messages aimed at the public over mass media, the "Union, Yes ☒ " campaign will create a platform for a wide range of additional positive union messages delivered by local and state labor organizations, including customized local radio commercials, print ads and stories in the labor press, slogans and illustrations for union organizing drives, and many applications that are stimulated by demand throughout the labor movement.

The materials, which will be shipped throughout the labor movement in early 1988, have been designed to allow local and state labor bodies, international unions and local unions to substitute their own seal within the primary campaign symbols, thereby providing customized identity within the national campaign.

As the Convention resolution noted, the goals of the campaign are twofold: "to raise the level of public understanding of unions and of the AFL-CIO; and to increase both the predisposition of a new generation of American workers (20 to 40 years old) to union organization and those workers' understanding of how unionism responds to their own needs and concerns."

The Convention resolution urged

"every affiliate to use the materials provided as part of the "Union, Yes ☒ " effort, so that we may transform every member of each of our unions into a committed spokesperson for the fundamental messages we must convey."

Those fundamental messages include the fair treatment and respect which union organization brings, and the voice afforded by a role in democratic workplace organization. The "tag line" for both radio and television commercials emphasizes the positive role that unions play in American life: "AMERICA WORKS BEST WHEN WE SAY UNION, YES!"

Among the central symbols in the "Union, Yes ☒ " print campaign are a special AFL-CIO logo designed for this campaign that incorporates the American flag, and a check-mark, symbolizing both action and the individual voice that each union member has within the collective strength of a union.

The advertising, now in production, will begin in 1988, and run throughout the two-year period. Intensive local radio efforts will be mounted for Labor Day each year, including an incentive plan for local and state labor federations.

The details of the campaign, will be announced by the AFL-CIO in a special edition of *The Federationist* in early 1988. In addition, materials will be offered to those who wish to mount their own specialized efforts, especially organizers that tie in their messages to the national advertising.

The campaign was developed by the AFL-CIO's Labor Institute of Public Affairs (LIPA), in collaboration with communications specialists in the international affiliates. The AFL-CIO has hired New York-based advertising agency, Lois, Pitts, Gershon, Pon/GGK.

"Union, Yes ☒ " was a response to recommendations in the 1985 report of the AFL-CIO's Committee on the Evolution of Work, "The changing Situation of Workers and their Unions."

Noting that unions had "failed to overcome the misconceptions about what unions do and have failed to make the public aware of the contributions of unions in the workplace and in society



at large," the Committee said "it is imperative that, within the limits of our resources, we mount and sustain a coordinated and long-range communications program, employing every technique and medium available."

The convention approval followed recommendations by the AFL-CIO committees on Public Relations and Finance, and the Executive Council.

The AFL-CIO has used advertising several times in recent years to communicate about specific issues. In 1984, the federation spent over \$1 million on the "Campaign for America's Future." That effort stimulated an additional \$300,000 in radio time by labor bodies around the country — creating the model for the "Union, Yes ☒" modular media approach.

In addition, numerous AFL-CIO affiliates at the national, state and local levels have invested increasing amounts to the use of advertising to communicate a wide range of messages, including support for organizing, image, community service, name recognition, and legislative goals.

The \$13 million AFL-CIO "Union, Yes ☒" program, along with additional investments made throughout the labor movement, will dramatize the central role of unions in creating a better future for all Americans.

## CONVERSATION PIECES

UNION BANK IS A DISCREDIT to its name and origin. The position of the Union Bank of Tacoma, WA, was publicly stated by a bank official in that, "The bank supports union decertification...frankly, we would also prefer that you keep everything you earn at the Union Bank rather than have you pay union dues." The bank was founded in 1974 by members of the labor community and pro-labor business and have had a collective bargaining agreement since 1975. The bank, now known as Western Community Bank, a subsidiary of Washington Ubanco, Inc., in order to spur its credibility when faced with a

merger, hired union busters and used scare tactics to decertify Office and Professional Employees Local 23. They have been placed on the Pierce County Central Labor Council and Washington State Federation "We Don't Patronize List."

BANKS REQUIRED TO MAKE FUNDS AVAILABLE on second business day after deposit of local checks, will take effect September 1, 1988. Normal procedure has been to hold them approximately ten business days until they "clear" the bank from which the checks were drawn. Most checks will be considered local because "local" is defined as checks within the same Federal Reserve System check processing region, of which there are 48 in the U.S. The bill was recently passed overwhelmingly by both Houses and signed into law by the President.

FOREIGN PRINTERS HAVE STEPPED UP their invasion of the U.S. market. The U.S. Manufacturing Clause expired in 1986 and with it went many American printing jobs. The Chinese are printing the Gideon Bible resulting in the layoff of American workers, and even "The Treasures of the Library of Congress" was printed and bound in Japan. Other foreign printers are acquiring U.S. companies while others are planning to build stateside facilities to hurry the process of undercutting union shops.

"I ENTERED THIS HOSPITAL WITH ALL PARTS made in the U.S.A., and I will leave in the same condition," said House Energy and Commerce Committee Chairman John Dingell while in the hospital undergoing surgery to replace a bad hip.

Dingell, who has been investigating imports of counterfeit and substandard industrial parts, said he would permit the operation only after receiving assurances that all transplant parts were U.S. made. ☐

## Drug Testing Bill Tackles Major Worker Concerns

*Reprint from Pennsylvania AFL-CIO News*

Pennsylvania labor is backing State legislation that tackles the real problems of alcohol and drug dependency in the workplace, while strengthening worker protections against inaccurate and unreliable drug testing.

The bill, introduced by Representative Mark Cohen (D. Phila.), addresses major concerns, including counseling and rehabilitation for addicted workers. Test reliability, rights to privacy and protections against illegal searches are also targeted by the bill.

Pennsylvania AFL-CIO President Julius Uehlein described the legislation as a model bill that should set the standard for the nation.

Uehlein, lawyers and supporters joined Cohen, who introduced the bill in the State House of Representatives.

Uehlein said that workers have the greatest stake in the issue of drug addiction or alcoholism in the workplace.

"Not only are we the victims of the disease, but we suffer the consequences of fellow workers where safety is risked," Uehlein said.

"The legislation sorts out the complex issue by focusing on the real problems and remedies linked to achieving humane and responsible results," Uehlein said.

The legislation stresses rehabilitation and counseling through Employee Assistance Programs. The programs would be run jointly by employee/employer representatives.

The bill also targets current employer abuses, including broad scale shotgun testing and the use of inaccurate and cheap tests that victimize innocent workers.

The bill eliminates inaccurate and random testing by requiring confirmation tests and by establishing a standard of reasonable suspicion before an employee can be tested.

Inaccurate drug testing often results

in an economic death sentence to workers—dismissal. "A worker's job, reputation, and future employment prospects shouldn't hinge on the results of unreliable and inexpensive testing procedures," Uehlein told reporters.

According to the Centers for Disease Control, some labs have error rates as high as 66%. Pennsylvania law currently requires only a 90% accuracy rate.

Other important worker protections under the bill include:

- Employers may not fire or discipline an employee based on an initial drug test.

- No employers may test for drugs without an Employee Assistance Program in place.

- Employee participation in an assistance program is mandatory when a positive test is confirmed.

- Department of Health set standards for test cutoff levels and accuracy rates.

- All records will be strictly confidential between the employer, the laboratory, and the employee.

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## From the U.S., A Message of Regression

MIAMI BEACH, Fla. (PAI)—Railroads have long been one of the most solidly organized industries in America, but a rail union president warned that is changing as owners use current labor law to their advantage.

One of those advantages is the now legal and increasingly common practice of lining up replacement workers before a strike begins or even before a contract expires.

In the rail industry, the Railfinders, Inc. company places ads in town newspapers across the country to round up experienced rail workers to cross picket lines. "LABOR" newspaper learned that the company, incorporated last July, received start-up money from at least one major railroad and has projected sales to other carriers of some \$1.2 million.

## DO NOT BUY!

## NATIONAL BOYCOTTS OFFICIALLY SANCTIONED BY THE AFL-CIO EXECUTIVE COUNCIL.

All trade unionists and their families are asked not to patronize the products and services of the boycotted firms listed below. List current as of first day of month of publication. Subject to change.

## ACE DRILL CORPORATION

Wire, jobber & letter drills, routers and steel bars

*United Automobile Workers*

## ADVERTISING CORP. AMERICA

Pocket calendars and desk diaries

*International Union of Electronic and Furniture Workers*

## ARMOUR PROCESSED MEATS CO.

Armour Hams, Armour Bacon, Armour Hot Dogs. This UFCW boycott does not include processed meat products made by Armour-Dial.

*United Food & Commercial Workers*

## BASF A.G. CORP., Geismer, Louisiana

Video, Audio and Computer discs, Lurolin brand vitamins, Alugard 340-2 protectant in anti-freeze.

*Oil, Chemical & Atomic Workers International Unions*

## BROWN &amp; SHARPE MFG. CO.

Measuring, cutting and machine tools and pumps.

*International Association of Machinists & Aerospace Workers*

## BRUCE CHURCH, INC.

*Ireberg Lecture*

Red Coach, Friendly, Green Valley Farms, Lucky

*United Farm Workers*

## CALIFORNIA TABLE GRAPES

Table grapes that do not bear the UFW union label on the carton or crate

*United Farm Workers*

## COLT FIREARMS COMPANY

Manufacturers of handguns and rifles

*United Automobile Workers*

## CONSUMERS UNION

Publishers of Consumer Reports magazine, Consumers Reports Annual Buying Guide. Services include legal aid and car price reporting

*The Newspaper Guild*

## FABERGE, INC.

*Personal Care Products*

Aphrodisia, Aqua Net Hair Spray, Babe, Cavale, Brut, Ceramic Nail Glaze, Flambeau, Great Skin, Grande Finale, Just Wonderful, Macho, Kiku, Partage, Tip Top Accessories, Tigress, Woodhue, Xanadu, Caryl Richards, Farrah Fawcett and Faberge Organics

*Oil, Chemical & Atomic Workers International Union*

## FORT HOWARD PAPER CO.

Green Bay, Wisconsin and Muskogee, Oklahoma

Mardi-Gras, Page, Soft-Knit tissues and napkins, Antique towels, Pom-etts, Econ and Dolly, Madison Tissues

*United Paperworkers International Union*

## HOLIDAY PAPER CUPS, Div. of Imperial Cup Co

Holiday Paper Cups brand name

*United Paperworkers International Union*

## INDIANA DESK CO.

Medium and high priced desks

*International Union of Electronic & Furniture Workers*

## JOHN MORRELL COMPANY

Meat Products, John Morrell, Rath, Black Hawk, Nathan's Famous, Tobins First Prize, Hunter, Tom Sawyer, Krey, Partridge, Rode, Scott Petersen, Bob Ostrow, E-Z Cut, Table Trim, Golden Smoked, Carson Ribs

*United Food & Commercial Workers*

## LOUISIANA - PACIFIC Corp

*Brand name wood products*

L-P Wolmanized, Cedartone, Waferboard, Fibrepine, Oro-Bord, Redex, Sides, Ketchikan, Pabco, Xonolite.

*Carpenters & Joiners and Intl. Woodworkers*

## MARVAL/ROCCO TURKEY, INC.

*Turkeys and Turkey parts*

All products bearing USDA stamp #P-18

*United Food & Commercial Workers*

## MC CREARY TIRE &amp; RUBBER CO.

Truck, farm, industrial, racing and small aircraft tires

*United Rubber Workers*

## NIXDORFF - LLOYD CHAIN COMPANY

Heavy duty chains sold in hardware stores. The Nixdorff-Lloyd brand name appears on the chain spool.

*Machinists and Aerospace Workers*

## PATRICK CUDAHY COMPANY

Processed meat products DAK, Patrick Cudahy, Gwaltney, Milano's, Smithfield, Taneda, Deli Fresh Canned Hams, Agar, A&P, DAK, Jewel, Pathmark, Safeway, IGA, Apple Blossom, Circle A, Country Club

*United Food & Commercial Workers*

## PLYMOUTH RUBBER

Insulating material, rubber bands and vinyl products

*United Rubber Workers*

## R. J. REYNOLDS TOBACCO CO.

*Cigarettes*

Camel, Winston, Salem, Doral, Vantage, More, Now, Real, Bright, Century, Sterling, YSL, Ritz

*Smoking Tobaccos*

Prince Albert, George Washington, Carter Hall, Apple, Madeira Mixture, Royal Comfort, Top, Our Advertiser

*Little Cigars*

Winchester

*Bakery, Confectionery & Tobacco Workers*

## SEATTLE-FIRST NATIONAL BANK

Withdraw Funds

*United Food & Commercial Workers*

## SHELL OIL COMPANY

Subsidiary of Royal Dutch Shell (parent company of Shell South Africa) Gasoline, petroleum and natural gas products

*AFL-CIO*

## STERLING RADIATOR

Baseboard Heaters for the home

*United Automobile Workers*

## UNITED STATES PLAYING CARD CO.

Brand names, Bee, Bicycle, Tally Ho, Aviator and Congress.

*Retail Wholesale, Department Store Union*

## Union Privilege Travel Magazine Available

Beginning in February, members who have enrolled in the *free* Union Privilege Travel Service will be among the first to receive the premiere issue of the *Union Privilege Travel Magazine*. This unique full color 32-page catalog introduces a wide variety of travel tours and cruises for members and their families and offers interesting information about the highlighted destinations.

Union Privilege Travel Service is the new low-cost, quality benefit developed by this union and the AFL-CIO's Union Privilege Benefit Programs. Featured in the initial issue are popular tours to the most desired destinations. One week trips are available to London, Paris, Ireland, and Rome as well as cruises through the Caribbean, to Montreal, the Panama Canal, and Alaska. Longer trips include exciting adventures such as: an African Safari, Australia and New Zealand, Israel, China, Scandinavia, the Danube, Swiss Bavaria, the British Isles, South Pacific, and Hong Kong/Bangkok/Sing-

apore, the Caribbean, and magical Orlando are also available through the specially designed member program.

Members may receive the Union Privilege Travel Magazine, as well as take advantage of all the benefits of the Travel Service *at no charge or obligation*. Simply complete and mail the Member Action Form available from your local office or complete the form below.

Aside from the leisure program magazine, union members can also receive everyday savings from the lowest available guaranteed airfare at time of ticketing, free travel accident insurance with each airline ticket purchased, service starter kit, car and hotel/motel discounts, short notice vacation hotline and free ticket delivery. All service is accessed through a toll-free reservation number (provided when a member enrolls or by asking your local leader) staffed by specially trained representatives. As with all Union Privilege benefits, this service is available only to members and their families.

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# Union Privilege Travel

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## **RLEA Attorney W.G. Mahoney's Address to the 25th General Assembly**

(Las Vegas, Nevada-October 27, 1987)

I think about the only way I can begin this talk is just by telling you that things in Washington have not changed in many years. They're still confused, and they'll be confused for some time although in the past six or seven years, they've only been going in one direction, and that's been downhill.

The unions in this country, the rail unions in this country particularly, for many, many years had it pretty easy, really. We didn't think so, but we have found out that we did. For example, whenever the Interstate Commerce Commission had an application for a merger or a lease, an abandonment, an extension of a line of railroad, filed with it and it looked like it was going to present some problems for rail labor, we could protest it. The I.C.C. would listen to our protest.

If any employees were going to be affected, they were protected. Our contract rights were protected. Our compensation was protected. So, it was pretty good.

At the end of 1980 we had an election. In 1981 we had a new administration, and it takes a little while for those things to settle down and get going, but by 1982 they were well on their way. In all of the agencies in the City of Washington, we had new people at the helm. At the Labor Department, which took care of employee protection in urban mass transportation cases where the government provided money to city and state authorities to develop mass transit systems, they always provided protection for the employees, and the administration put new people in charge there.

The man that they put in charge of the Employee Protection Unit as the Department of Labor was a man who had been a chief counsel for the National Right to Work Foundation, and the first time I met that gentleman, he informed me that he was there to dismantle the unit, which he attempted to do forthwith.

He was there to destroy it, and he tried.

The Administration transferred him from there and made him the Solicitor of the National Labor Relations Board and he went to work over there, where he worked for quite a while doing the same thing. He's now back with the National Right to Work Foundation, I understand, but his boss, who was with him at the Department of Labor and as chairman of the NLRB is still at the NLRB.

In the Interstate Commerce Commission, they did a little something different. There were eleven members of that commission, and as the members retired or left for one reason or another, they appointed no new members. They got it down to five. The statute calls for eleven, but they're down to five. They didn't have to change the law to accomplish that.

They then started replacing those five with their own appointments as they came up, and so they took a rate clerk from the Southern Railroad, who was married to a congressman from Cincinnati, and made her the Chairman of the Interstate Commerce Commission.

They had to have some Democrats, so they took a Teamster lawyer and put him on the Commission, and he's been virtually the only bright light, if you could call it that because it's been pretty dim, but it's the only light at all over there, the only voice, with occasional help from one other Commissioner, which speaks out at all for labor on the Interstate Commerce Commission.

In any event, the Commission went to work on the Staggers Act. And what they did was to decide to deregulate beyond the point where the Congress had deregulated. The Congress had passed the Staggers Act, and, of course, it had deregulated the railroads and their rates and so forth. It had simplified abandonment procedures. It simplified merger procedures. The Staggers Act had put in an exemption provision which permitted the Commission to exempt any person from any provision of the Interstate Commerce Act.

Now, the purpose of that exemption

provision was to cut down on the paperwork. Congress didn't want it to take six months, eight months, or a year and a half, for a carrier to abandon a line that nobody is using. So, the carrier could get an exemption, and it would merely post a notice of exemption with the Commission, and in seven days it was effective. And nobody could protest that — of course, one didn't have time to protest because the notice of exemption didn't even appear in the Federal Record for 30 days. By the time it appeared in the Federal Record, it had already been effective for three weeks.

But there is a caveat in the exemption procedure. The Commission has ruled that anyone obtaining an exemption might have it revoked if they lied in the papers that they filed with the Commission. Well, all they have to put in the papers that they file with the Commission is their name and address and the fact that they are going to buy something or sell something.

Now, the Commission has established a class exemption for a non-carrier who wishes to buy a line from a rail carrier; that is, an outfit that is a corporation on paper and was created to purchase that piece of property. The Commission decided these purchases by non-carriers could be made under Section 10901, which was the line extension section, and that section read that it applied only to rail carriers providing transportation.

Section 10901 reads that any rail carrier providing transportation could obtain I.C.C. approval to extend its line by operation, construction, or purchase of another line, but the Commission decided to interpret it so that it really applied to any non-carrier not providing transportation until the I.C.C. authorized it to buy the line and then it would become a carrier providing transportation. The I.C.C. concluded that only that type of non-carrier was the only type of carrier that could utilize the statute.

Now, the reason the I.C.C. did this was because in cases of extensions of lines of railroad, the Interstate Commerce Act permitted imposition of

employee protection through the discretion of the Commission; in virtually everything else it is mandatory: mergers, sales, abandonments, leases, trackage rights, all required mandatory employee protection. But in this one area it was discretionary, and the reason it was discretionary was that when a railroad extended a line, few people were affected, if any, and if they did become affected, it had been the consistent history of the Commission, protective conditions would be imposed.

Now, the Commission has decided that it will not protect employees unless required to do so. It put out another general rule, and in that general rule they said, "We will never impose employee protective conditions in line sale cases except in extraordinary circumstances." They've never defined "extraordinary circumstances."

In a recent appeal to the United States Court of Appeals for the District of Columbia Circuit Court, which takes the appeals from the I.C.C. generally, the judge looked down at the lawyer for the I.C.C., and he said, "Can you give me one example of an extraordinary circumstance in which the Commission would impose protection?" And he thought probably ten, fifteen seconds. It seemed like an hour. I'm sure it did to him. And he said, "No." Yet, unbelievably, eight days later we had a decision from that court upholding the Commission.

Now, you can see that we're not getting much help from the courts. We went to the Congress. We almost succeeded there last year with a protection amendment attached to the Conrail purchase bill, but the Senate refused to consider it. It had passed the House. The Senate refused to accept it as part of the Conrail Bill, and it was dropped.

This year we've had a bill introduced. It is not yet out of committee. We hope it will be reported out of full committee within the next week or so. But it remains chancy because we'd have to attach it to a cruise missile bill or something for Reagan to sign it; otherwise, he'd veto it.

What has happened, then, is that rail-

roads are able to sell off lines to paper carriers to which they provided the seed money and to which they have provided their own so-called retired employees to man the thing, officiate, to administer, and these sales have become a hemorrhage. All the railroads jumped on the bandwagon, and it had several very good economic aspects to it from the point of view of the carrier.

The first thing was that the selling carrier could control this new little carrier completely. Usually, the seller was the only carrier with which this new short line connected. Also, because of the I.C.C.'s refusal to impose protection of any kind, and its claim to supercede the Railway Labor Act, all the jobs would be abolished, and the short lines would start up brand-new. They could start up with whatever wages they wanted to pay, whatever the market would bear, and no contracts and no rights.

This has gone on until we've got something like 195 of these things that have been created, and they've gone from a half mile to 2000 miles in length. The Wisconsin Central is a 2000-mile railroad. This was the entire Milwaukee Railroad core, plus the Soo's line from Minneapolis to Chicago. The Soo Line kept for itself the Milwaukee line from Chicago to Minneapolis.

As a result of the I.C.C.'s policy we have employment going down tremendously. If you look at the statistics, there is one employee for every mile of track on a Class I railroad. The Soo Line recently confirmed that they have one and a quarter mile for every employee, which is just about the national average.

The pre-Staggers — pre-Reagan, I really should say, short line railroads, were just the opposite. They had many more employees per mile than the Class I railroads. They ran something like one and a half to two employees for every mile of railroad. But these new shortline and regional railroads have one employee for every eleven miles or fifteen miles or thirty miles. So, quite obviously, employment has gone down, way down.

But despite that, just the other day the Federal Railroad Administrator tes-

tified before the Senate that employment has gone up; that in every case there are more employees now employed on the short lines than were employed on those lines prior to the sales, and he proposed to prove that with some charts and graphs. I don't know what they were based on and he did not say where or how he came up with those figures. Indeed, they are contrary even to I.C.C. studies.

Now, as long as the I.C.C. can deprive us of our rights, we're in very serious trouble, certainly with this I.C.C. They leaned on a provision of the Interstate Commerce Act for that purpose. Section 11341(a), which says that in every transaction approved by the Commission, the antitrust laws and all other laws, state and federal, shall not stand in the way of carrying out the I.C.C.'s order.

Well, the I.C.C. has ruled that what that means is in everything it does it is supreme, and they extend that authority from the actual transaction that they approve, which is usually a financial transaction, such as an exchange of stock, or the authority for one railroad to buy the majority stock of another railroad, or to everything the carrier wants to do to carry it out down the line.

As an example of this super-authority the I.C.C. claims for itself, just recently ATDA had an arbitration involving Norfolk-Southern in which the Southern Railroad decided that they would move their locomotive power supply people from Roanoke under a dispatcher contract with the Norfolk & Western to the Southern in Atlanta where they have no representation.

We arbitrated that, and we lost it. And the arbitrator believed actually that he really had to give the railroads what they asked for in their proposed implementing agreement and that the arbitrator, as the I.C.C.'s agent or representative superseded the authority of the Railway Labor Act and the Collective Bargaining Agreements and all other employee rights.

Now, this is getting just worse and worse and worse. These things always



build on themselves. Recently the Mediation Board decided in an airline case that it could determine representation in a merger case when there are two unions representing the same craft. One union may be very large on one carrier and small on another carrier and the other union small on the other carrier, and rather than go through the struggle of negotiations, maybe representation elections and all of that, the Board could make the determination on representation. And primarily, they said, because there is no employee protection imposed anymore in the airline industry, and so there's no means of putting seniority rosters together as there's now no New York Dock Section 4 type provision in the airline industry; and therefore, the Board should do it, and they could do it very quickly. They could make a decision that this union now represents everybody, and that is the contract that would apply.

Following up on that Board decision, the CSX went to the Board and said, well, the Board should do that in the railroad industry too, and they asked the Board to hold a hearing and make that kind of a determination. The RLEA had opposed CSX in that case.

Their response to our opposition was, if the Board decides not to do this, but grants our opposition and decides not to grant the CSX request, then the CSX would do it unilaterally. Although they agreed that it would be better if the Board did it under the Railway Labor Act than CSX they did it unilaterally.

What they meant by that was that in every change which CSX was putting into effect which consolidating all their properties together they would just use Section 4 of the New York Dock as an interest arbitration procedure and make those representation and contract determinations very quickly through arbitration: no negotiations or anything else.

Now, unless we can stop this in some fashion, I have no idea where it can end. It certainly will not end well. There has been, however, something of a glimmer of light in the last few days. We have had three things happen that are somewhat encouraging.

First of all, the I.C.C. stayed the D&H lease of its operations to the Springfield Terminal until it makes a determination as to whether or not the New York Dock conditions or the Mendocino Coast conditions apply in all of the B&M, Maine Central to Springfield terminal lease cases. After the RLEA sought New York Dock in those cases, the I.C.C. had put in a caveat in each one of the leases when it granted all of the Maine Central leases and all of the Boston & Maine leases to the Springfield Terminal.

It said that it had the New York Dock-Mendocino Coast issue under consideration, and while it would impose Mendocino Coast, it might retroactively impose New York Dock so that if those railroads went ahead they proceeded at their peril. Of course, the difference in the two forms of employee protection is not in the compensation protection they provide, which is just about identical, it's in the requirements for the notice and negotiation of implementing agreements.

Under the New York Dock arrangement, you have a 90-day notice of the change, and then you negotiate or arbitrate an implementing agreement, and the railroad cannot put the change into effect until the agreement is in place through voluntary negotiation or by arbitration.

Under Mendocino Coast, on the other hand, it's a 20-day notice, and they can go ahead and put it into effect while you negotiate. So, the negotiations, really, are kind of worthless. Well, John Clarke, my partner, argued that case before the Commission the other day. We filed our papers with the I.C.C. over a year ago, and had the argument on the 21st of October.

As he was arguing along about our position in New York Dock and so forth, Chairman Gradison stopped him, and she said, "Wait a minute. Are you telling us that if we grant New York Dock in all these cases, that we're going to have to roll these things back and start over with them?" He looked at her, and replied, "No, I'm not telling you that. You have said that in every order you've issued. You said these railroads proceeded at

their peril, and that's what that means." She looked at him, she sat back, and she said, "Oh." So, that was the first good thing to occur recently. At least they stopped the D&H leases now for awhile.

On October 26, the day before yesterday, the district court granted a temporary restraining order against the sale of the rail operations of Galveston Wharfs to a paper outfit that's called the Galveston Railway, and it set for hearing on November 7th, the question whether the sale can proceed.

The third thing that occurred was the I.C.C.'s setting of a hearing on a petition to revoke the Montana Rail Link exemption to lease a main line and buy some branch lines of BN. They set that hearing in Missoula, Montana, for November 5 and 6, and at that time the Montana Rail Link must disclose the terms of the sale on a confidential basis to the lawyers for all parties. All the parties involved and all the attorneys involved have to sign confidentiality agreements that they won't disclose what's in those agreements.

It's kind of mind-boggling when you have the Chairman of the Interstate Commerce Commission sit before a Senate Committee and tell the Senate Committee on the lease and sale of 900 miles of main line, heavily traveled main line of the Burlington Northern Railroad, that she doesn't know the terms of the sale; and, indeed, they're none of her business. It's appalling, but that's what she said.

The I.C.C. decided — and that was due to no small part to the reaction of the Senators at that hearing I mentioned — to hold a hearing and find out what is going on with the Montana Rail Link lease and sale. I honestly don't know if it will do any good with these people on the Commission, but at least they'll hold a hearing, and RLEA will be there.

But most significantly, on that same day, October the 26th, the Third Circuit Court of Appeals reversed the District Court which had enjoined a strike against the Pittsburgh and Lake Erie Railroad. The Pittsburgh and Lake Erie, as I'm

sure many of you in this room know, had decided to sell its assets, not its corporate stock, because if it sold the corporation, the contracts and everything would go with it. So, it decided to sell only its assets to something called P&LE Rail Co.

The unions struck because P&LE would not negotiate the effects of the sale upon the employees. When the unions struck, we ended up in court. We took the position that the court could not issue an injunction in a labor dispute because the Norris-La Guardia Act removed jurisdiction from the courts to issue injunctions in labor disputes and did it many, many years ago. But that didn't deter the judge.

The judge, at first, refused to issue the preliminary injunction. The P&LE then filed its notice of exemption with the I.C.C. on the sale of its assets, which, of course, in seven days was effective. Then the judge in another hearing simply held that the I.C.C. superseded the Railway Labor Act and issued the injunction enjoining the strike. In his opinion the judge said: "The I.C.C., the statutes and regulations under which it operates, has eliminated the effects of the sale upon P&LE employees as a legitimate consideration in the granting of injunctive relief," — or really anything else; that's what that statement means.

The Court of Appeals saw it differently. The Court of Appeals held that the Norris-La Guardia Act applied; that the Interstate Commerce Act was not a labor statute — and it's a very significant holding — and that strikes or labor disputes cannot be enjoined by federal courts even when they seem to arise out of the Interstate Commerce Act, as this one did.

The court, as I said, held clearly that its language and its legislative history suggests that the Interstate Commerce Act is not and cannot be converted into a labor law. Now, this is going to slow down the sales somewhat. Its going to slow them down while the bankers look at how it affects their investments in these short line railroad deals.

The railroads are quite concerned that perhaps they can no longer run roughshod over employee rights, and it will have an effect, I think, on some of those pending cases, and we have a lot of them. I have a memorandum here listing about ten of them, which I'm not going to read to you, for which I'm sure you're grateful, but I think in the Guilford case, for example, involving lease agreements, the court's decision may not have as great an effect as we would like because those cases are all under Section 11343 of the Interstate Commerce Act and the Third Circuit held, in distinguishing and earlier unfavorable Eighth Circuit decision, that that case was different because it was under 11343. It was a trackage rights case; whereas, in this case, the P&LE case was a Section 10901 case, and the superseding authority that is found in 11341(a) doesn't apply to line sales under 10901, and that's very significant for those line sales.

That means, really, that all of our rights are preserved in line sales because the I.C.C. cannot supersede them. Now, we're going to have to prove what those rights are. We're going to have to go into court and say — the P&LE case, as a matter of fact, was remanded back on the issue of our right to bargain about the sale and its effects on employees. We had a declaratory judgment complaint in that case alleging that they had to bargain with us before they could sell this line. So, the issue there is, do they have to bargain with us under the Railway Labor Act before they can sell that line, and we have to maintain and sustain that suit, win that suit, and then it will go back to the Court of Appeals.

If we win that case, then our rights will be preserved to us, and they can't just wipe them out with an I.C.C. order of approval. So, in the Guilford case, since that is under 11343, this P&LE case may not be that influential; although, I believe, from the wording of the P&LE decision, that if that original trackage rights case involving the Missouri Pacific and the Union Pacific and the MK&T trackage rights over the Missouri Pacific; if that had been before this court, this court would have found in our favor.

Also, there is the Dakota, Minnesota, and Eastern. I think some of you are undoubtedly familiar with that case; when the Chicago Northwestern sold that 900 miles to that outfit, and they told the employees on that line that they could either sign up for a job for DM&E, which they might get or they might not get, and waive claims against C&NW, indeed resign from C&NW, or they wouldn't be considered for a job, and they wouldn't get anything.

So, on that one, it's doubtful whether the P&LE decision would be too much help because it's in the Eighth Circuit. We have a case pending there in the Eighth Circuit that's been briefed and awaiting oral argument. This is a 10901 case, however, and who knows. The Eighth Circuit may be influenced by what the Third Circuit said in its decision in deciding that case.

Now, against the Soo Line and the Wisconsin Central, which is an entire railroad, as you know, 2000 miles long, we have two cases, one in the Eighth Circuit and one in the Seventh. Again, in the Eighth Circuit, P&LE may not be of much help, but it may be of help in the Seventh when that's appealed. Both cases generally are along the same lines, that is, the I.C.C. claims it has superseded the Railway Labor Act. We have rights that were violated under the Railroad Labor Act by those sales, and they should be turned around. Our rights should be vindicated.

Of course, we have the P&LE, as I mentioned, and, as I said, we still have to go back on remand, and we have to seek a determination as to our rights to effects bargaining under the Railway Labor Act.

The Galveston Wharves case should be helped by the P&LE decision because it's another 10901, so it should be of help in that case.

In the Toledo, Peoria & Western, we've asked the TP&W to arbitrate the rights of the employees under Section 508. That is a very unique contract they have under 508.

508 of the 3-R act, the Conrail Law, which said that when a railroad purchased

portions of the Penn Central and took employees from the Penn Central, they had to give those employees the same protections in a contract under Section 508 as the remaining Penn Central employees and that the employees of the other bankrupt carriers got when they became employees of Conrail, that is Title 5 of the Conrail Law.

Now, they had to give the employees who came over that protection, and they had to give the same protection to their own employees who were affected by those purchases, and that's what virtually all of the contracts I've ever seen have said, except the TP&W. The TP&W says Title 5 shall apply to all TP&W employees. That's very unusual, but it's a contract. The Third Circuit case should help a great deal here if they refuse to arbitrate and refuse to recognize the applicability of that Section 508 agreement.

Now, the BN, of course, is in the process of stripping itself down pretty good, and the Third Circuit case should help in all of these cases in which BN seeks to sell off lines. In all the cases where this Third Circuit case can help, you must have served a Section 6 notice for effects bargaining when you learned of the proposed sale — in other words, you must seek an agreement to protect employees from the effects of the sale.

And when you do that, you have placed the matter under the Railway Labor Act, and under the Third Circuit decision. In those circumstances the railroads simply can't stop a strike. As of now, your only sure recourse is to strike, and since the sale would affect all unions at the same time, I'm sure, in any of these cases you should all band together.

We have a suit against the AAR. The AAR says we can't sue them. They are just an association. They don't have anything to do with any policies of the railroad. So, we've got to get past that issue which AAR has raised in a motion to dismiss our complaint. But once we get to the merits of that case, we challenge the carriers' basic position which they're maintaining now across the board that the I.C.C.'s jurisdiction of rail line sales

relieves them of whatever obligations the Railway Labor Act might impose to preserve Collective Bargaining Agreements and to bargain over the impact of the transactions on employees.

We're suing them to have that position declared unlawful. When we get to the merits, the Third Circuit P&LE decision should be extremely helpful.

Now, I know it's been a very discouraging time. It's been very discouraging for the lawyers, too, because it's been an Alice in Wonderland world where white is black and up is down and in is out. Things just don't make any sense. When you have practiced for 35 years and everything has always been interpreted one way, and then all of sudden everything is turned around, and nobody even acknowledges the fact that it was ever any other way, it's a bit frustrating and exasperating, and it doesn't do well for ulcers, I'll tell you.

The end of the road may be insight on the administration. I pray that it is. I pray that we can put somebody up who can beat George Bush or Bob Dole because if we don't, although neither of those men, I believe, are Ronald Reagans, I sincerely hope not, we're still going to have the same problems because the same people are going to remain in all of these agencies with another Republican Administration.

They're not going to change them overnight, and we're going to get the same business thrown at us constantly. But if we have a change, then I think things will turn around, and they'll look up. We're a long way down the road now, and everybody has suffered a great deal. Certainly you know that better than anyone else, but I think if we can stay together and can elect a democratic administration, I think we've got a pretty good chance of stabilizing this situation and doing something positive about it. Thank You.

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There will never be a brotherhood of mankind as long as one brother has something another thinks he should have.

## FIFTY YEARS AGO

In the March 1938 issue of THE TRAIN DISPATCHER, we find that: The train dispatchers on the Northwestern Pacific, located at Sausalito, Calif., have been granted an adjustment in which their rates of pay are equalized with the Southern Pacific dispatchers, as the S.P. is the parent company. This adjustment increases their monthly rate by \$10.50 per month. The negotiation was conducted by W.V. Hardesty, General Chairman....Effective January 1, 1938, the Agreement and Representation for train dispatchers on the Oregon Short Line, a unit of the Union Pacific, was transferred from the Train Dispatchers Association, Oregon Short Line, to the A.T.D.A. Our Association is now the representative on three of the four units of the System. The O.S.L. men have considered this move for several years but mostly in an individual way with Vice President Gorman. Eventually a petition was drawn and presented to each dispatcher asking that he signify his preference in the matter of having A.T.D.A. representation, and every dispatcher on the O.S.L. signed for the A.T.D.A. except one. The officers of the O.S.L. Association were elected to serve as representatives under the A.T.D.A., headed by Bro. L.C. Weaver, their President....A report to Congress by the Railroad Retirement Board shows that there were 87 train dispatchers whose annuities average \$100.93 and their monthly compensation had averaged \$245.19. The average pension paid under the Act was \$69.66. The total number of railroad employees was given as 1,468,882 (1937)....There was a featured article on Congresswoman Mary T. Norton of New Jersey, who is Chairman of the House Labor Committee and is regarded as the most important woman in Congress....A sample of humor current in 1938: A teacher called for sentences using the word "beans." "My father grows beans," said the bright boy of the class. "My mother cooks beans," said another pupil. Then a third pupil piped up: "We are all human beans."

## NEW MEMBERS

## NOVEMBER 1987

F.L. Brown, Jr.	SCL
R.J. Ciarlo	Amtrak
J.E. Healey	P&LE
T.H. Otis	D&H
P.R. Pahel	Conrail
E.M. Phelan	Conrail
G. Price	SP
G.K. Randolph	Conrail
D.A. Stout	Conrail
J.J. Weyhe	Belt

## DECEMBER 1987

S.E. Boyt	Southern
F.N. Chidester	Metro North (TD)
H.E. McLain	Conrail
D.L. Morgan	NJTR (TD)
J.O. Pollock	Conrail
L.M. Stein	SP
J.M. Veyhe	Soo Line

## JANUARY 1988

K.P. Anderson	Soo Line
D.O. Bowman	P&LE
C.J. Czachowski	P&LE
M.C. Godsil	B-N
D.E. Hatch	M. P.
R.J. Kopp	B-N
D.J. Maloney	Metro North (PS)
W.M. Milazzo	Amtrak
D.F. Montgomery, Jr.	C&NWT
D.W. Sulzle	Soo Line
B. Thomas	Soo Line
J.C. Thompson	CSS&SB
J.W. Watson	Southern
M.R. Williamson	C&IM

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in America.



## THE A.T.D.A. NATIONAL WOMEN'S ORGANIZATION

MAIBELL IRVIN, Chairperson  
1401 South Harlem Ave.  
Berwyn, IL 60402

RUTH PORTER, Co-Chairperson  
14826 South Whipple  
Posen, IL 60469

CATHY RAFFERTY, Reporter  
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New Haven, IN 46774

### LADIES CORNER

*Cathy Rafferty, Reporter*

#### It's About Time!

The world is off schedule. Either that or they've invented a whole new way of keeping time and I'm the only person in the country who hasn't adjusted to it.

The nurse ushers me in at 4:10 for my 2:30 appointment with the doctor. Flight 742, due to depart at 8:00 a.m. (and for which I obediently show up at the airport an hour before take-off) is ready for boarding at 12:05. I have a ten o'clock appointment with Robert for a haircut. When I get there, a couple of minutes before ten, he is pinning a towel around the neck of the appointment before me. Or so I think. Forty-five minutes later I learn that the appointment after her is the one before me, and I have another half hour to tap my feet and drum my fingers.

A friend who has offered to drive me to a party calls to say, "Let's see, I'll pick you up about seven. It'll take us half an hour to get there."

"But," I protest, "the party starts at seven."

"Yeah, I know. So if we get there around 7:30 or so, that'd be just right."

We get there at ten past eight, which it turns out, is just about right. If I'd followed my own proclivities, I'd have spent half an hour sitting outside in the car because even I know I'd better wait to ring the doorbell until they've turned on the porch lights. When the party's at my own house, I turn on the porch lights at 6:45 and spend the next hour in a state of mounting panic, convinced that nobody will ever come and what am I going to do with all those deviled eggs and herbed chicken breasts.

Like cows that can't adjust to daylight saving time, I can't get the hang of

this new way of keeping — or rather not keeping — time. I was brought up in a household in which breakfast was served at eight o'clock sharp and dinner on the dot at 6:30. It was our family custom to arrive at railroad stations an hour before departure, having allowed time for flat tires and traffic tieups on the way to the depot. This early conditioning has doomed me to while away a good part of my life whitening my knuckles in waiting rooms, checking my watch on street corners, loitering outside locked meeting rooms waiting for the janitor to open the doors, and hanging around the house waiting for plumbers who promised to show up first thing in the morning. I've probably squandered more time waiting around than it took Beethoven to write the Ninth Symphony and Melville to complete *Moby Dick*.



A COLLEGE ENGLISH PROFESSOR WROTE on the blackboard the words, "Woman without her man is a savage," and instructed his students to punctuate it correctly. The men wrote: "Woman, without her man, is a savage." The women wrote: "Woman! Without her, man is a savage." (Press Associates)

## THE DOCTOR'S SAY

### Medical Emergency Tips

By Phillip L. Polakoff, M.D.

Director, Western Institute for Occupational/Environmental Sciences

Medical emergencies occur countless thousands of times every day — in homes, on jobs, while vacationing, during recreational activities.

A child swallows poison. A severely injured person goes into shock. Someone is bleeding profusely from a cut. A dinner partner suddenly chokes on food lodged in the windpipe.

If you were the only one around to take charge at once, would you know the right things to do, quickly and without panic?

Here are a few first aid techniques that can be used while you wait for a physician:

**Choking:** 1. Stand behind the person and put your arms around him or her. 2. Make a fist with one hand. 3. Grasp your fist with the other hand, pressing a spot above the navel and below the ribs. 4. Thrust upward quickly to expel the object. Repeat as necessary.

**IMPORTANT:** Do NOT wait to act when a person is in obvious distress from food lodged in the windpipe. It takes only four minutes from the time the victim starts choking for death or brain damage to occur.

**Bleeding:** 1. To get at the wound, remove any obstructing clothing, or cut it away. 2. Apply direct pressure to the wound with sterile gauze, dressing or cloth. If these aren't available, and they usually aren't, use your hands. Try to pinch the wound edges together with fingers and thumb. 3. If the bleeding isn't stopped by these measures, apply strong pressure to nearest pressure point. 4. A tourniquet should be used only for cut arteries that can't be controlled by steps 2 and 3.

**Shock:** In first aid terms, shock doesn't refer to emotional upsets, but to a physical condition — a failure of the heart and circulation which can follow severe injuries. It is caused by a loss of blood

fluid.

Although first aid cannot treat fully developed shock, the following steps can prevent or minimize its development:

1. Keep victim lying flat. Raise legs 12 to 18 inches unless head or chest is injured. 2. Keep victim only warm enough to prevent shivering. Conserve body heat by placing blanket, clothing or some kind of ground cover underneath. 3. If unconscious, give water if tolerated.

Shock symptoms develop gradually. They include pale, cold, clammy skin; lackluster eyes, pupils dilated; shallow, irregular breathing; nausea, faintness or unconsciousness. The pulse may be weak, irregular, rapid, or even absent.

**Poisoning:** 1. Call doctor or hospital immediately and follow instructions. If possible, get someone else to do the phoning while you stay with the patient. The caller should be prepared to give the age, sex, exact address of the patient, the poison suspected and the probable amount taken.

2. Give fluids to dilute the poison: four glasses of milk or water to an adult; two glasses to a child. However, you do this only if the patient is conscious; never give anything by mouth to an unconscious person.

3. Induce vomiting — but ONLY if you're sure the poison was not a petroleum or corrosive product, and ONLY if the patient is conscious.

Vomiting is to be avoided in cases involving petroleum products like gasoline or kerosene or corrosives because the return trip would only aggravate the damage already done.

Where vomiting is called for, this can be induced by rubbing the back of the victim's throat with your finger or the blunt end of a spoon.

In homes or workplaces where poisoning is a possible hazard, some people keep syrup of ipecac as an emergency emetic. Check with your doctor about how to get it and how to use it.

If you have any questions or suggestions for future articles, write to me at WIOES, 5655 College Ave., Suite 310, Oakland, CA 94618. □

## RETIREMENTS OF MEMBERS

### M.A. Swartz CONRAIL

Retired on Oct. 30, 1987: M.A. Swartz of the Harrisburg, PA, office, Conrail, after 37 years of railroading including 23 years as a train dispatcher.



Bro. Swartz was born at West Fairview, PA, on June 18, 1926. He began his railroad career as an operator on the Pennsylvania Railroad on June 12, 1950, and was promoted to train dispatcher in April 1964.

Bro. Swartz has been a continuous member of the A.T.D.A. since Oct. 5, 1964. He served as Local Chairman of the ORT in 1953, served as Office Chairman A.T.D.A. in 1964; Vice General Chairman in 1972, General Chairman in 1977, Trustee in 1978 and Vice President in 1985, serving in that capacity at his retirement.

Retirement plans are to vacation in Florida during the winter months and reside at 597 Magaro Road, Enola, PA 17025, the remaining months.



### B.H. Morrison P&LE

Retired on Oct. 1, 1987: Blaine H. Morrison, of the Pittsburgh, PA, office, Pittsburgh and Lake Erie Railroad Co., after 38 years of railroading including 30 years as a train dispatcher.

Bro. Morrison was born at Sewickley, PA, on Aug. 24, 1927. He began his railroad career as a telegraph operator on May 14, 1949, and was promoted to train dispatcher on June 14, 1957.

Bro. Morrison has been a continuous member of the A.T.D.A. since July 31, 1963.

Retirement plans are to get a part time job and to continue playing the bagpipes, doing church and community work and hunting the Pennsylvania buck (deer). His address is R.D. #3 Spring Run Road, Corapolis, PA 15108.



### C.E. Edwards L&N

Retired on Sept. 4, 1987: Charles E. Edwards of the Birmingham, AL, office, Louisville & Nashville Railroad after 38 years of railroading including 8 years as a train dispatcher.



Bro. Edwards was born at Chilton County, AL, on Jan. 16, 1931. He began his railroad career as a operator on April 22, 1949, and was promoted to train dispatcher in 1955. He has enjoyed watching the industry grow from steam

to diesel, from telegraph to computer and become a prosperous organization.

Bro. Edwards first joined the A.T.D.A. on July 24, 1956.

Retirement plans are to fish and travel and visit friends and especially his grandchildren. His address is 5314 Pinecrest Dr., Mount Olive, AL 35117.



### W.L. McCammon MP

Retired on Sept. 24, 1987: William L. McCammon of the Little Rock, AR, office, Missouri Pacific Railroad, after 41 years of railroading including 35 years as a train dispatcher.





Bro. McCammon was born at Paxton, IN, on March 23, 1925. He began his career as a student - telegrapher on the C&EI at Cynthiana, IN, on March 21, 1946, and started work as agent-operator at Carlisle, IN, on July 22,

1946. He was promoted to train dispatcher on June 19, 1952, at Danville, IL. When the MP acquired the C&EI he transferred to the MP office at Chester, IL, on July 1, 1970, and was transferred to the North Little Rock, AR, office on July 1, 1980.

Bro. McCammon has been a continuous member of the A.T.D.A. since July 16, 1953, and was awarded the 25-year membership Honor Emblem on July 1, 1978.

Retirement plans include playing golf, traveling and just taking it easy. His address is 20 Cardinal Valley Drive, N. Little Rock, AR 72116.



## W.G. Moore B & O

Retired on Sept. 5, 1986: William G. Moore of the Akron, OH, office, Baltimore & Ohio Railroad Co., after 38 years of railroading including 7 years as a train dispatcher.



Bro. Moore was born at Charlotte, NC, on July 15, 1926. He began his railroad career in February 1943, as a student operator and freight house trucker. He was promoted to train dispatcher on Sept. 27, 1948.

Then was promoted to chief dispatcher, general yard-

master and assistant trainmaster on the Akron Division, Baltimore & Ohio Railroad, then various system/staff positions with headquarters in Baltimore, MD. He left the B & O in May 1966 as Superintendent of Transportation, Methods and Procedures. He then went to the Lehigh Valley Railroad in May 1966, working until May 1967 as General Superintendent. From there he went to the Lehigh and Hudson River Railway until November 1968, to August 1974. He served as special Consultant to the estate of Lehigh and Hudson River Railway from August 1974 until August 1986. Between August 1974 and March 1979, he was Chief of Railroad Planning for R.L. Banks & Associates, Inc. (transportation consultants) Washington, DC. Between March 1979, and July 1986 he was Senior Vice-President Operations, Genesee and Wyoming Railroad/Industries, then in July 1986 until September 1986 he served as Executive Vice President of Genesee and Wyoming.

Bro. Moore first joined the A.T.D.A. on November 7, 1949, and again on March 5, 1970.

Retirement plans are to do more traveling, play some golf and spend more time with the family and stay interested in the railroad industry. His address is 6000 Silkwood Way, Raleigh, NC 27612-5701.



## R.V. Mowrey MP

Retired on Nov. 2, 1987: Robert V. Mowrey of the Little Rock, AR, office, Missouri Pacific Railroad, after 44 years of railroading including 37 years as a train dispatcher.

Bro. Mowrey was born at Sparta, IL, on Sept. 11, 1926. He began his railroad career as a stationhelper at Salem, IL. During WWII he served in the Pacific Theater and then returned to the railroad. He was promoted to train dispatcher on May 27, 1950. When he started as a train dispatcher there were 13 offices on the Mo-Pac and he worked in 8 of them, working in 3 of them more than one

time, all of this in a period of 8 years, 1954-1962. He moved around because of force reductions, causing someone to refer to him as a one man railroad boomer.

He has been a continuous member of the A.T.D.A. since June 6, 1950, and was awarded the 25-year Honor Emblem on June 1, 1975.

Retirement plans are to do some gardening, travel, catch up on the fishing and visit children and grandchildren. His address is 7104 Azalea Dr., Little Rock, AR 72209.



### T.L. Bilkey MP

Retired on Nov. 15, 1987: Thomas L. Bilkey of the Little Rock, AR, office, Missouri Pacific Railroad, after 39 years of railroading including 35 years as a train dispatcher.



Bro. Bilkey was born at Poplar Bluff, MO, on Oct. 5, 1925. He began his railroad career on Oct. 1, 1948, as an agent-operator, and was promoted to train dispatcher on May 3, 1952. He worked various agencies on the

Desoto Subdivision, the dispatchers extra board and tag swing days. He bid in second trick dispatcher at Poplar Bluffs, MO, in 1970, working until the office was moved to N. Little Rock, AR, in February 1974. He worked the swing job there until retirement.

He first joined the A.T.D.A. on July 24, 1953, and rejoined in 1972.

Retirement plans are to catch up on the "Honey-do's" and do some traveling, play golf and continue doing church work. He is at present the assistant to the Pastor at the Rose City Church of Nazarene. His address is 3601 Cato, N. Little Rock, AR 72116.

### D.W. Oskins NS

Retired on Nov. 6, 1987: Donald W. Oskins of the Louisville, KY, office, Norfolk & Southern Railroad, after 43 years of railroading including 38 years as a train dispatcher.



Bro. Oskins was born at Huntington, IN, on Sept. 17, 1927. He began his railroad career as a telegraph operator on April 4, 1944, and was promoted to train dispatcher on Jan. 28, 1949. He is most appreciative of the time

spent cubbing in 1947-48 with Bro. Raymond M. Crawford.

He has been a continuous member of the A.T.D.A. since Sept. 20, 1949, and was awarded the 25-year membership Honor Emblem on May 13, 1975.

Retirement plans are to enjoy life. His address is 2433 Birch Drive, Clarksville, IN 47130.



### J.E. Bedgood JR. NS

Retired on Oct. 30, 1987: Jona E. Bedgood Jr., of the Macon, GA, office, Norfolk & Southern Railroad, after 44 years of railroading including 38 years as a train dispatcher.

Bro. Bedgood was born in Washington County, GA, on Oct. 30, 1926. He began his railroad career as a student operator in January 1944, and worked as operator and agent operator on the Central of Georgia between Columbus, GA, and Birmingham, AL. He was promoted to train dispatcher in March 1951, and worked at Columbus, Cedartown and Macon, GA.

He has been a continuous member of the A.T.D.A. since Dec. 21, 1951, and was awarded the 25-year membership Honor

Emblem on Dec. 1, 1976.

Retirement plans are to help others and when time permits to hunt, fish and golf. His address is 1834 Long Ridge Place, Macon, GA 31211.



### W.S. Grimwood CONRAIL

Retired on March 1, 1987: William S. Grimwood, of the Youngstown, Ohio, office, Conrail, after 35 years of railroading including 17 years as a train dispatcher.



Bro. Grimwood was born at Smithfield, PA, on June 11, 1929. He began his railroad career as a block operator on Oct. 6, 1952, on the Pennsylvania Railroad, Canton, OH. He was promoted to train dispatcher on

Feb. 3, 1969. From April 1974 to November 1978 he worked as Rules Examiner, Valley Division, Youngstown, OH.

Bro. Grimwood has been a continuous member of the A.T.D.A. since July 24, 1969.

Retirement plans are to relieve stress and hypertension by playing golf and traveling extensively, especially wintering in the South. His address is 1001 North Park Drive, Brookfield, OH 44403.



### C.E. Morgan Metro North

Retired on Sept. 8, 1987: Charles E. Morgan of the Grand Central Terminal, New York City office, Metro North (PS), after 31 years of railroading including 20 years as a Power Supervisor.

Bro. Morgan was born on Sept. 8, 1927, at Philadelphia, PA. He began his railroad career on April 22, 1956, as an electrical

engineer, and was promoted to Power Supervisor in October 1967, and to Chief Power Supervisor in February 1977.

He has been a continuous member of the A.T.D.A. since May 22, 1980.

Retirement plans are to do some traveling and refurbish an old farm house in Lancaster, PA. His address is 125 S. Windsor Ave., Upper Darby, PA 19082.



### A.C. Mead CONRAIL

Retired on Sept. 30, 1987: Alfred C. Mead of the Utica, NY, office, Conrail, after 42 years of railroading including 38 years as a train dispatcher.



Bro. Mead was born at Albany, NY, on June 18, 1925. He began his railroad career on Sept. 6, 1943, as a telegrapher/towerman on the old New York Central. He was promoted to train dispatcher on Sept. 6, 1949, at

the Albany, NY, office. He went to New York City to work in 1957 when the Hudson Division desk was moved there. In 1960 he moved to Utica, NY, to work the Mohawk Division desk where it was moved from Albany, NY. Bro. Mead worked several years as Assistant Chief Dispatcher on 2nd track and ended his career working the North Country-St. Louis Division. Some of the transition and changes during career were steam to diesel, disappearance of all road side operators and towermen; end of telegraph to all communication by phone and radio and the loss of rear end cabooses to freight trains operated by reduced crews and blind rear ends.

Bro. Mead has been a continuous member of the A.T.D.A. since May 22, 1950, and was awarded the 25-year membership Honor Emblem on May 13,

1975.

Retirement plans are to fish and visit France and Germany where his wife is from, walking for exercise and what ever else turns up. His address is 411 Burmont Drive, Utica, NY 13502.



### W.H. Biggart C&IM

Retired on disability on Aug. 31, 1987: Wayne H. Biggart of the Springfield, IL, office, Chicago & Illinois Midland Railway Co., after 37 years of railroading including 36 years as a train dispatcher.



Bro. Biggart was born on Nov. 21, 1926, at Wheatland, WY. He began his railroad career as a telegrapher on Nov. 29, 1949, and was promoted to train dispatcher on June 14, 1951. He worked the 2nd trick Assis-

tant Chief position from March 1964 until his retirement.

Wayne has been a continuous member of the A.T.D.A. since July 1, 1952, and was awarded the 25-year membership Honor Emblem on July 1, 1977. He served several years as Office Chairman on the C&IM.

Retirement plans are to travel and relax, his address is 2400 Johns Road, Springfield, IL 62702.



### M.A. Bryan CONRAIL

Retired on May 1, 1987: Max A. Bryan of the Altoona, PA, office, Conrail, after 38 years of railroading including 37 years as a train dispatcher.



Bro. Bryan was born at Reynoldsville, PA, on Feb. 12, 1926. He began his railroad career as a block operator in June 1947, and was promoted to train dispatcher in June 1954. During 1961 to 1975, he worked in System office at Philadelphia, PA, as Superintendent of freight train schedules and classification manuals on the former PRR and Penn Central Railroads.

He first joined the A.T.D.A. on Feb. 9, 1956, and rejoined Oct. 15, 1975.

Retirement plans are to take life easy and enjoy living at Treasure Lake. His address is 816 N. 4th St., Bellwood, PA 16617.



### W.E. Bickhart Jr. CONRAIL

Retired on Oct. 5, 1987: William E. Bickhart Jr., of the Harrisburg, PA, office, Conrail, after 43 years of railroading including 23 years as a train dispatcher.



Bro. Bickhart was born at Harrisburg, PA, on Oct. 4, 1927. He began his railroad career as a messenger-operator in 1941 at the age of 17. He quit to join the U.S. Navy and was discharged in 1946. Upon returning to the

railroad, he worked as a laborer until he went to operating and was promoted to train dispatcher in 1964.

Bro. Bickhart has been a continuous member of the A.T.D.A. since Oct. 12, 1964.

Retirement plans are to travel and relax. His address is 4020 Mountain View Rd., Mechanicsburg, PA 17055.



### J.R. Freaney Conrail

Retired on Dec. 16, 1987: John R. (Jack) Freaney of the Youngstown, OH, office, Conrail, after 46 years of railroading including 28 years as a train dispatcher.



Bro. Freaney was born on July 6, 1923, in Bradford, PA. He started his railroad career as a clerk on July 2, 1941, for the Erie Railroad at Salamanca, NY, and then transferred to the operator's craft prior to entering military service. Jack served in the USAAF from April 1943 to November 1945 as a radio-operator-gunner on a B-24 with the 8th Air Force in England. He returned to the Erie Railroad as an operator and at the same time enrolled in St. Bonaventure University, receiving a B.A. degree in 1950. In 1949, he was promoted to train dispatcher and served on the Erie and the merged Erie-Lackawanna Railroad from January 1960 until March 1969, as Transportation Research Assistant in Cleveland, OH, Inspector of Operations at Youngstown, OH, Trainmaster at Youngstown and Marion, OH, and Assistant Director of Labor Relations at Cleveland, OH. In March 1969, he elected to return from Supervision and picked up his train dispatching seniority at Youngstown, OH, which had been transferred from Salamanca, NY. He was promoted to Assistant Chief Dispatcher at Youngstown and held that position until his retirement.

Bro. Freaney first joined the A.T.D.A. on Aug. 6, 1953, and again on April 4, 1969. He served as Office Chairman on the Erie before being transferred in

January 1960, and as General Chairman for the Erie-Lackawanna and Conrail(EL) for several years. He also has attended the last five A.T.D.A. conventions as a delegate.

Retirement plans include visiting their four children and grandchildren located in Dunedin, FL, Roswell, GA, Cleveland and Boardman, OH. His address is 3335 White Beech Lane, Youngstown, OH 44511.



### A.E. Murray SP (T&L)

Retired on Jan. 21, 1988: Arthur E. Murray of the San Antonio, TX, office, Southern Pacific Railroad, after 44 years of railroading including 35 years as a train dispatcher.



Bro. Murray was born at New Orleans, LA, on Jan. 21, 1927. He began his railroad career as a call boy on May 15, 1943, and was promoted to train dispatcher on April 1, 1952.

He has been a continuous member of the A.T.D.A. since May 6, 1953, and was awarded the 25-year membership Honor Emblem on May 1, 1978.

Retirement plans are to move to Corpus Christi and fish. He also bought a camper so he can travel. His address is 11140 Quail Crossing, Helotes, TX 78023.



## Teamsters Are Welcomed Back to AFL-CIO

At the 17th convention of the AFL-CIO federation, the nearly two million members of the International Brotherhood of Teamsters were welcomed back into the fold...exactly thirty years after the AFL-CIO Executive Council had suspended the Teamster affiliation with the body for alleged failure to abide by the parent AFL-CIO constitution.

Laying the groundwork to restore the Teamsters to the federation ranks was the belief of AFL-CIO President Lane Kirkland that "all workers belong in the unions of their trade or industry, and all true unions belong to the AFL-CIO," and his dedication to the task of reunifying all of organized labor.

Both Kirkland and Teamster officials have expressed the view that the billions of dollars being spent by anti-labor companies and unionbusters across America to defeat labor and take away the many gains made by workers over the years is a clear signal that labor's only recourse is to strengthen its ranks and resolve.

The AFL-CIO has been assured by the Teamster leadership that it will join wholeheartedly in the federation's political, social and economic programs.

Kirkland has announced that the AFL-CIO will oppose any attempt by the government to put unions under trusteeship, a fate that had been hinted for the Teamsters and other unions in recent months. He declared that, "a government-supervised trade union, like an employer-supervised union, is a contradiction in terms!"

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## City of Hope Bargaining Becomes "Hopeless"

"Friend of Labor" City of Hope, has turned its back on members of Office and Professional Employees Local 30 in Los Angeles, CA.

Although there is no substantive evidence of financial difficulties as company officials claim, they have forced

pay reductions and increased hours with no financial remuneration to Local 30 workers. The City of Hope arbitrarily implemented their offer of a two percent increase to select employees; a 40-hour work week from 35 hours with no wage differential; gave employees a stipend bonus and emasculated the seniority systems executing their own "bumping rights."

The union offer to accept a one year wage freeze and status quo on other key provisions from the contract which expired October 1, 1986, was rebuffed by the company. Management has taken an antiunion attitude to the extent that Local 30 members are not allowed to discuss union matters at work. A non-binding arbitration panel found that OPEIU Local 30 had been flexible in their proposals providing a basis for a fair contract, but the company has taken a "take-it-or-leave-it" stance.

Local 30 has had an agreement with the City of Hope for 25 years and organized labor has worked harmoniously with the organization in fund raising drives. However, the AFL-CIO Executive Council endorses the request of OPEIU for all affiliates to cease fund raising efforts nationally on behalf of the City of Hope until OPEIU is able to reach a fair contract.

Two unions that have contracts with the City of Hope — Service Employees International Union and the International Union of Operating Engineers — support the decision of the Executive Council.

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The trouble with some folks is that instead of putting on their thinking cap, they put a cap on their thinking.

— ● —  
Many of us wonder how things ever got started without federal funding.

— ● —  
It is said that Napoleon only read his mail once a month. He took up this habit after he discovered that most of the problems contained in the letter were solved by the time he got around to reading about them.

## Campaign Launched To Prevent Government Control of Unions

By G.B. Smith. *Special to PAI*

WASHINGTON (PAI)—Major labor leaders intend to extinguish government interest in taking control of unions through a national campaign launched at the AFL-CIO convention.

It will be coordinated by an independent organization called Americans Against Government Control of Unions (AAGCU), which plans to build a broad coalition of labor, civil rights, religious and business leaders, as well as public officials, to speak out against government takeovers of unions.

The AAGCU is planning a nationwide education program for newspapers, television and radio in an effort to convince the public that federal involvement in unions is unconstitutional.

To get the campaign off the ground, AAGCU is sending a letter signed by the organization's founders: William Wynn, president of the Food and Commercial Workers; Robert Georgine, president of the Building and Construction Trades; Lenore Miller, president of the Retail, Wholesale and Department Store Union, and Mine Workers President Richard Trumka.

The letter attacks the Reagan Administration's announced intention to seek a trusteeship of "several major national unions" under the Racketeer Influenced and Corrupt Organizations Act ("RICO") as "ill-conceived, unconstitutional...[that] should be abandoned."

William Olwell, executive vice president of the Food and Commercial Workers, who was named to serve as secretary-treasurer of AAGCU, said, "The trade union movement should have no room for those who exploit union office for illicit private gain."

He said, however, that labeling an entire union as a "criminal conspiracy" and placing it under government trusteeship would deny union members control over their own union and their constitutional right of free association.

The AAGCU backs up its purpose with a pamphlet with quotes by an assort-

ment of public figures against government takeovers of unions. Included is Senator Orrin Hatch (R-Ut.), ranking Republican on the Labor Committee, who says, "Whether the provocation be real or imagined, I am unalterably opposed to the federal government coming in and taking over any private organization, including the Teamsters."

Olwell said contributions to help finance the effort to save the labor movement from government control can be sent to Americans Against Government Control of Unions, P.O. Box 33636, Washington, D.C. 20033.

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## What You Should Know About Aids

By Phillip L. Polakoff, M.D.

*Director, Western Institute for Occupational/Environmental Sciences*

By now, millions of Americans have heard about the disease called AIDS—Acquired Immune Deficiency Syndrome.

Here are some answers to some of the most frequently asked questions about this baffling, life-threatening illness.

AIDS is caused by a virus that attacks a particular type of cell in the immune system, causing a part of the system to break down. This breakdown leaves the body vulnerable to a variety of illnesses. It is these diseases—not the AIDS virus itself—which can result in death.

The most common illnesses found in people with AIDS are *Pneumocystis carinii* pneumonia (PCP) and Kaposi's sarcoma (KS), a form of skin cancer.

AIDS is fatal about 50 percent of the time. There is no vaccine against AIDS. There is currently no treatment that will destroy the AIDS virus or restore the ravaged immune system.

However, people with AIDS are often successfully treated for specific infections and may lead active lives for long periods of time. Research on antiviral drugs is under way in the United States and other countries.

AIDS can be transmitted through sexual contact in the same way as other sexually transmitted diseases. AIDS can

also be spread through direct blood-to-blood contact—for example by sharing hypodermic needles.

A pregnant woman who is infected with the AIDS virus may transmit it to her unborn child. Blood transfusions have transmitted the virus, but many experts believe this should no longer happen because of screening programs now in use.

In an infected person, the virus may be found in a variety of bodily fluids, including semen, saliva, sweat and tears. However, there is no evidence that saliva, sweat or tears have transmitted the AIDS virus.

How can you protect yourself from AIDS?

Anyone who is sexually active can acquire or transmit AIDS through sexual contact. When you are not certain if your sexual partner may be infected with the virus, use the same precautions as with other sexually transmitted diseases. That means not allowing semen, blood, urine, feces or vaginal secretions to enter your body. Use condoms for all types of intercourse.

Can you get AIDS from casual contact?

No. The medical profession uniformly agrees that there is no risk of getting AIDS as you go about your daily activities. This means working in a group setting, attending public events, swimming in public pools, eating in restaurants, using water fountains, shaking hands and so on.

Not everyone infected with the AIDS virus will eventually develop AIDS.

- Some people will develop antibodies to the virus, remain healthy, and show none of the symptoms of the disease, although they may be able to transmit the virus to others. The long-term effects of infection for this group of people are unknown.

- Some people will develop what is called AIDS Related Condition (ARC). This is characterized by mild to severe illness.

- Some people will develop AIDS, indicated by specific life-threatening diseases, such as the previously men-

tioned *Pneumocystis carinii* pneumonia (PCP) or the rare form of skin cancer known as Kaposi's sarcoma (KS).

It can take anywhere from a few months to several years or more after infection for diseases to develop.

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## Organized Labor Seek Reforms of Labor Laws

At its international convention, the AFL-CIO placed on the highest priority the need to reform labor laws that have been designed to work against unions and thwart organizing and collective bargaining procedures.

Convention delegates were warned that their efforts will not be easy...that they must be prepared to confront existing "harsh, anti-worker labor laws" now on the books.

Primary union efforts will be directed toward changing those laws which currently deny thousands of workers the right to collective bargaining and the right to strike in support of legitimate demands for better pay and working conditions. Among these are government employees at all levels, the AFL-CIO says.

Under current laws, or their interpretation, the federation says, employers have increasingly used the tactic of forwarding unreasonable demands while "going through the motions" of bargaining, and using lockouts and hiring of permanent replacements for strikers as means to force acceptance of takeback demands.

Unionists will work to strengthen their forces to obtain a legal ban on hiring permanent replacements during strikes and the hiring of temporary workers during lockouts; and will push for laws to block transfer work during the term of a collective bargaining agreement.

The AFL-CIO also has declared its intention to seek to close those loopholes in the present laws which allow employers to effectively intimidate employees without being found in violation of the law.



## OUTDOOR SPORTSMAN

### Panfishes

The panfishes are the most widely distributed of our North American fishes. Almost all of our warm-water streams, lakes, and ponds have one or more varieties. Generally it takes neither skill nor fancy tackle to catch them, nor long and expensive trips to find them. Given water that is not badly polluted, and a fair amount of food-aquatic insects, small crustaceans, minnows, grubs, and worms—they flourish. Prolific spawners, they withstand much harder fishing than most of the game fishes. In fact, most panfish waters tend to be underfished, the result being overpopulation and small size. Many farm ponds suffer from this condition. Hard fishing in such waters would result in catches of larger fish and more sport in the end.

The bluegill is the most representative of the sunfishes, which include the red-breasted bream, scarlet sunfish, long-eared, red-spotted, McKay's shellcracker, common sunfish, and red-eared. Its original range was in the area of the Great Lakes, in the Mississippi Valley, from western New York and Pennsylvania west to Iowa and Missouri, and from Minnesota to Florida and the Rio Grande. But its value as a sporty food fish has resulted in its being introduced into many waters outside of its original range so that now it is present in many ponds, lakes, and streams on the Pacific Coast and in New England.

The reason why the bluegill is so popular among farm-pond owners is that it is the largest of the panfishes, reaching a weight of about 1½ pounds and a length of more than a foot. A bluegill of that size puts up a fine fight on a fly rod, matching many game fish of equal weight.

The yellow perch comes next to the sunfish family in popularity with panfish fishermen, and like the sunnies has a wide distribution. It is typically a fish of the Central and Eastern states, though it has been planted in the Pacific states

and also British Columbia. It abounds in the Great Lakes and in rivers, ponds and lakes from Nova Scotia as far south as South Carolina.

It is variously called the ringed perch, raccoon perch, red perch, and striped perch. It is very prolific, and if not kept under control by hard fishing, soon becomes overabundant in the smaller ponds and the fish become stunted.

The yellow perch is a flesh eater, feeding upon the small fish, water creatures of various kinds, worms, crustaceans, and insects. It likes to be close to weed beds where there is plenty of food. They are school fish, and when you catch one, stick right there until the school moves on.

The crappie is one of the numerous sunfish family, with its original range extending from southern Canada, the Great Lakes, and the Mississippi Valley south to northern Florida and into North Carolina, and from Vermont and New York westward to the Dakotas and south to Texas.

Science recognizes two members of the crappie family, the black and the white. The average crappie caught weighs about a pound, though larger specimens are not uncommon. The natural food is small fish, insects, and crustaceans.

The white bass has a range in the Great Lakes area west to Manitoba, southern Ontario to New York, south in the Mississippi Valley to Arkansas, and in eastern Texas. It averages 1 to 3 pounds, and 1 foot in length. It also is a school fish which spawns in the spring, either near shore or in feeder streams. It often is found feeding on the surface or near to it. Its food is minnows, crawfish, shrimp, worms, insects, and larvae.

The bullhead is probably the widest distributed of the catfishes. It has a straight-edged tail and sharp spines, one at the dorsal fin, and one by each pectoral fin. The average bullhead caught is about 10 inches long, though they may reach a weight of 7 pounds. They will eat about anything — insects, tadpoles, worms, and crawfish. They feed mostly at night. □

## Benefit Repayments and Reductions

Following the 1988 federal budget legislation enacted in December, the Railroad Retirement Board is repaying supplemental annuities and unemployment and sickness benefits reduced under the Gramm/Rudman/Hollings Act. However, the Board is also required by the budget legislation to reduce the vested dual benefits paid to one-fourth of the one million railroad retirement beneficiaries.

**Benefit Repayments** — The new budget law rescinds the Gramm/Rudman/Hollings Act reductions of 8.5 percent previously applied to railroad retirement supplemental annuities and unemployment and sickness benefits under sequestration orders issued November 20, 1987.

Biweekly unemployment and sickness benefits which had been reduced from a maximum of \$250 to \$228.75, and in some cases \$212.39, were restored to previous levels in late December. Refunds of previously withheld amounts were made to over 30,000 claimants in the first week of January.

For supplemental annuities, the restoration of full benefits will be reflected in the March 1, 1988, payments to 200,000 railroad retirement annuitants. The amounts previously withheld, averaging \$4 per month for three months, will be paid by separate checks in mid-February.

**Benefit Reductions** — The new law also reduced the 1988 fiscal year appropriation for payment of the vested dual benefit portions of 275,000 railroad retirement annuities. Vested dual benefit payments are funded by appropriations from general revenues of the U.S. Treasury, rather than by railroad retirement payroll taxes, and therefore were included in the domestic spending reductions agreed to by the President and Congressional leaders in order to reduce the national deficit and rescind Gramm/Rudman/Hollings sequestrations. The federal budget law reduced the 1988 appropriation for vested dual benefits from \$368,000,000 to \$352,323,000.

Averaging \$110 per month, these payments preserve certain dual benefits payable to annuitants who qualified for both railroad retirement and social security benefits prior to the Railroad Retirement Act of 1974, which phases out dual benefits. The budget law reduction, averaging \$6 per month, will be initiated in April 1, 1988, annuity payments and will remain in effect throughout the 1988 fiscal year ending September 30, 1988.

This legislation also increased railroad retirement payroll taxes on employers and employees and established a study commission on railroad retirement to recommend alternative funding methods for securing the long-term viability of the railroad retirement system.

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## How To Be A Good Lover

*By Ben Holden*

Tell her anything she may have heard about you was exaggerated...Once in a while, quietly, take the garbage out...Gasp with delight when she's cleaned the hall closet...Admit your mother's cooking always gave you heartburn...Tell her you never believed it could be like this...Assure her the models and actresses you meet are shallow, cold and much too skinny...Bring her one rose...Nibble her ear while she's scrambling eggs...Carry her across the room, if you're both in shape...Get jealous the day the repairman is coming...Tell her she doesn't need any make-up...Buy her a bikini...Get romantic in the middle of the afternoon...Put the bigger half of the eggroll on her plate...Tell her you love her while she's diapering the baby...Send her a schmaltsy card on Columbus Day...Call her baby, cherie, cara mia, pussycat, lambchop...Tell her you need her...Say they take after their mother when anyone tells you the children are beautiful...Ask her to feed you chicken soup when you're sick...Decide her mother is really a sweet woman at heart. Buy her a bikini too...Growl when she calls you a tiger.

## OBITUARIES

*It is with sincere sorrow that the Association records the death of these members, a significant part of whose lives have been spent in support of our mutual ideals and purposes. We extend our sympathy to the bereaved families.*

**William R. Harper, 85, Fort Smith, AR, on Nov. 8, 1987.** Death was caused by a heart attack. He retired on May 1, 1966, from the Osawatomie, KS, office Missouri Pacific Railroad, after 48 years on railroading including 24 years as a train dispatcher.



Bro. Harper was born at Ft. Smith, AR, on March 25, 1902. He began telegraphy with Western Union when he was 15 years old and began his railroad career as a telegrapher for the M.P. on Sept. 27, 1918. He was promoted to train dispatcher on Sept. 7, 1942, at Van Buren, AR, and worked as trick and Assistant Chief Train Dispatcher in Van Buren, Coffeyville and Osawatomie, KS.

Bro. Harper had been a continuous member of the A.T.D.A. since Oct. 9, 1942, and was awarded the 25-year membership Honor Emblem on March 10, 1967. He served as Office Chairman at Coffeyville and Osawatomie, KS, and was a delegate at two National Assemblies. He also was a member of St. Luke Lutheran Church, Belle Point Lodge #20 F. & A.M., Thirty-two degree Scottish Rite Mason, Missouri Pacific Booster Club and a volunteer for Community Senior Citizens and St. Luke's Big Kids Club.

Survivors include his wife, Helen, 4227 Victoria Drive, Ft. Smith, AR 72904;

2 daughters, Helen O'Neal, Little Rock, AR, and Betty Griggs, Ft. Smith; a son W.R. Harper, Ft. Smith, AR; 2 sisters; 7 grandchildren, and 9 great-grandchildren.

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**Rex Talbott, 52, of Dyer, IN, on Dec. 1, 1987.** Death was caused by a heart attack. He was a train dispatcher in the Lansing, MI, office, Conrail.

Brother Talbott was born at Kewanna, IN, on March 29, 1935. He began his railroad career as a tower operator-telegrapher and was promoted to train dispatcher in 1975.

He had been a continuous member of the A.T.D.A. since May 7, 1976, and a member of the Schererville American Legion Post.

Survivors include his mother, Ruby Talbott; a sister, Barbara Enyeart, 722 Garden St., Michigan City, IN 46360; one niece and one nephew.

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**Thomas K. May, 38, of Howell, NJ, on Dec. 22, 1987.** Death was caused by lung cancer. He worked in the New York, office, PATH, with 16 years of railroad experience including 2 years as a train dispatcher.

Bro. May was born at Jersey City, NJ, on August 27, 1949. He began his railroad career as an agent on May 3, 1971, and was promoted to train dispatcher on Sept. 9, 1985.

He had been a continuous member of the A.T.D.A. since July 7, 1986, and was a member of St. Adens, Jersey City and also was a Boy Scout leader for Troop 516 of St. Aloysius Church.

Survivors include his wife, Laura, 21 Poplar St., Howell, NJ 07731; two sons, Thomas K. Jr., and Keith; one daughter Erica; his parents Alice and Martin May; two brothers James and Brian; and one sister Patricia Duda.

**William M. Saturday**, 65, of Savannah, GA, on Oct. 16, 1987. Death was caused by an aneurysm. He retired from the Savannah office, Seaboard Coast Line Railroad, after 39 years of railroad-ing including 14 years as a train dispatcher.



Bro. Saturday was born on May 4, 1922. He began his railroad career with the Savannah Union Station Company on Oct. 19, 1942, as a telegrapher-towerman. Bill was inducted into the U.S. Army on May 26, 1944,

serving in Khorramshahr, Persia (now Iran), Cairo, Egypt and Casablanca, and French Morocco. He was discharged on July 8, 1946, with the rank of sergeant. He returned to the Savannah Union Station on Aug. 1, 1946, working until it was closed in 1963. Bill went to the SAL and was promoted to train dispatcher on Aug. 7, 1967. He worked various positions in the Savannah office and was working third trick South end when he retired.

Bill had been a continuous member of the A.T.D.A. since July 5, 1968. He served as General Chairman, ORT, from 1958 until 1962.

Survivors include his wife, Ruth, 5 Leach Drive, Savannah, GA 31406; and a son, Jonathan of Savannah.



**Arthur J. Bailey**, 75, of Jamestown, NY, on Dec. 13, 1987. Death was caused by a heart attack after a long illness. He retired from the Youngstown, NY, office, Erie-Lackawanna Railroad on July 1, 1974, after 44 years of railroad-ing including 24 years as a train dispatcher.



He began his railroad career as a timekeeper in the M&W department of the Erie Railroad in 1930, transferring to the transportation department as an operator in 1940. He was promoted to train dispatcher in 1949.

Bro. Bailey had been a continuous member of the A.T.D.A. since Feb. 1, 1950, and was awarded the 25-year membership Honor Emblem on May 13, 1975. He also was a member of the Lottsville Methodist Church, Lackawanna Masons, Cattaraugus Lodge 239, F & A.M., A.A. Scottish Rite, IOOF AARP.

Survivors include his wife, Macy, 78 Colfax St. Apt. #1, Jamestown, NY 14701; three sons, Arthur, Robert and David; two sisters, Geneva Stockton and Mazie Steiner, and 6 grandchildren.



**Clayton L. Foss**, 64, of Vancouver, WA, on April 14, 1986. Death was caused by cancer. He retired from the Sacramento, CA, office, Western Pacific Railroad, on April 1, 1982, after 22 years of railroad-ing including 20 years as a train dispatcher.



Bro. Foss was born at Austin, MN, on Jan. 22, 1923. He began his railroad career as a telegrapher in January 1949, on the Portland Division of the Southern Pacific Railroad. In 1951, he was promoted to train dispatcher in the Eugene, OR, office and

he later worked in the Dunsmuir, CA, office. After working outside the railroad industry for 10 years, he returned to the Western Pacific Railroad in October 1970, working all positions in the office including Assistant Chief Dispatcher. He served in a special capacity for a period of time as a Dispatcher Training Officer. He was a Transportation Superintendent when that job was created by Agreement in his office as an appointive position until it was removed because of the recession in 1982.

Clay first joined the A.T.D.A. on Aug. 23, 1951, and rejoined in 1971.

Survivors include his wife, Helena, 2502 E. 4th Plain Blvd., Vancouver, WA 98661; four children, five stepchildren, 13 grandchildren; one brother and two sisters.

**Ralph B. Callies**, 91, of Hackensack, MN, on Dec. 31, 1987. Death was caused by pneumonia. He retired on May 24, 1961, from the Minneapolis office, Minneapolis & St. Louis Railway, after 45 years of railroading including 20 years as a train dispatcher.



Bro. Callies was born on Oct. 12, 1896, at Waterville, MN. He began his railroad career as a telegrapher on Jan. 7, 1915, and was promoted to train dispatcher on Sept. 30, 1941. He worked for the Minneapolis & St. Louis Railway and the Chicago & North Western as operator, agent and train dispatcher in Minneapolis, Watertown, SD, and Oskaloosa, IA.

Bro. Callies had been a continuous member of the A.T.D.A. since Sept. 18, 1929, and was awarded the 25-year membership Honor Emblem in September 1954, and the 50-year Emblem on Dec. 10, 1979.

Survivors include his wife, Charlotte, General Delivery, Hackensack, MN 56452; two sons, Robert and John, Seattle, WA. His brother Edgar L. Callies, also a train dispatcher, passed away two days later on Jan. 2, 1988. His obituary is in this issue also.

**Edgar L. Callies**, 96, of Baudette, MN, on Jan. 2, 1988. He retired from the Minneapolis office, Minneapolis & St. Louis Railway, on July 6, 1956, after 50 years of railroading including 42 years as a train dispatcher.



Edgar was born at Waterville, MN, on March 28, 1891. He began his railroad career at age 14 as a messenger boy. He learned telegraphy and in July 1908 was promoted to night operator at Winthrop, MN.

In October, 1914, he was promoted to train dispatcher at Watertown, SD, and in September 1916, he bid in a position at Ft. Dodge, IA, and remained in that office until May 1933, when that office was consolidated with the Cedar Lake office at Minneapolis, where he remained until his retirement.

Bro. Callies had been a continuous member of the A.T.D.A. since April 12, 1918, and was awarded the 25-year membership Honor Emblem in April 1943, and the 50-year membership Honor Emblem on Aug. 29, 1969.

Survivors include his son, William, Box 518, Baudette, MN 56623; a daughter, Elizabeth Olafson, Minneapolis; four grandchildren and seven great-grandchildren. He was preceded in death by a brother, Ralph Callies, also a train dispatcher, on Dec. 31, 1987. Ralph Callies' obituary also appears in this issue.

## SANDHOUSE SNICKERS

The teenager had been on the phone for half an hour. When she finally got off, her father looked up from his paper. "You usually talk for two hours." He said, "What stopped you this time?" "Wrong number," she replied.

My minister told me that at my age I should be giving thought to the "here-after." "Oh," I replied, "I do. Many times a day I open a drawer or closet and say "What am I here after."

Little Jacob was lost in the store and when he told the clerk she willingly helped him look for his mother. After going up and down all the aisles and asking him if he saw his mother, she said, "Didn't you see your mother?" "No," he replied, "I only keep seeing Daddy!"

Two women traveling in Europe posed to have their picture taken in front of some historic ruins. "But, don't get the car in the picture," one of the women cautioned, "my husband will insist I did it."

The young man on the hospital elevator was proudly passing around a snapshot. Someone asked for the weight. "Six-and-a-half pounds!" the man exclaimed. "Congratulations," I said. "Boy or girl?" He smiled even broader. "Bass," he said.

Mary wanted to keep the guest towels and soap untouched until the party, so she put a note on them that said, "Don't use these or I'll kill you." After the party she discovered why her guests were coming out of the bathroom laughing, the towels and soap were untouched with the note still in place.

Millie's doctor prescribed complete bed rest for her problem. When they got home her husband set her down in a lounge chair, propped up her legs on a

stool, got her an ice pack, brought her knitting and books, and said, "Now you just take it easy until time to get our dinner ready."

Do you have a media courier? Or do you still call him the paperboy?

When we called ahead to see if we could bring our dog with us to the zoo, we were told animals were not allowed in the zoo.



Look at the bright side: No matter how old you are, you're younger than you'll ever be again.

The kindest word in the world is the unkind word unsaid.

Those who spend today boasting about the wonderful things they will do tomorrow probably spent yesterday doing the same thing.

Some people have lousy memories—they never forget anything.

Most folks will accept criticism they think is meant for someone else.

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